



**Common Council Meeting Agenda  
Tuesday, April 18, 2023, at 6:30 p.m.  
Chilton City Hall – Lower level  
42 School Street, Chilton, WI 53014**

Pursuant to Section 19.84(2) and (3) of the Wisconsin State Statutes, notice is hereby given to the public, to the Tri-County News, the official newspaper of Chilton, and to those news media who have filed a written request for this notice that a meeting of the above-referenced will be held at the date, time and location listed above.

This meeting is being conducted both in the Council Chambers at City Hall and via remote conferencing. Members of the public may join the meeting through a Zoom link or call +1 312 626 6799 US (Chicago), Meeting ID: 970 4854 9352, Password: 434719.

<https://zoom.us/j/97048549352?pwd=MGhBdndsWUFUMTZIRGt4QldFT0o3Zz09>

Notice is hereby given that a majority of the Common Council of the City of Chilton, or a standing committee of that body, may be present at this meeting to gather information about the subject matter which they have decision making responsibility.

**The above governmental body will meet to discuss and possibly act on the following agenda items as set forth below:**

1. Call to Order -
2. Roll Call -
3. Pledge of Allegiance –
4. Motion to Approve/Deny April 18, 2023, Common Council Agenda
5. Mayor's Report –
6. City Administrator's Report –
7. Director of Public Works Report –
8. Chief of Police Report –
9. Approve/Deny Minutes of April 4, 2023, Common Council Meeting.
10. Approve/Deny – Q1 - 2023 Financial Statement -
11. Approve/Deny Operator License Applications – Andrew Deehr & Kaylee Kawleski - Approved by PD
12. Approve/Deny Payment of Bills -
13. Audience Participation -

**New Business:**

**Organizational Meeting: – Attachment in Packet**

- Various Officer, Board & Committee Appointments
    - Announce Special Committees and Chairperson for each.
    - Appointment of Weed Commissioner – Travis Boll
    - Board of Appeals – Reappointment of Gerald Vanne
    - Board of Review – Reappointment of Joe Thiel, Ken Weber, Gerald Vanne, and Alternate Diane Jaeckels
    - Emergency Management Director – Craig Plehn
    - Planning Commission Member – Reappointment of Joe Thiel & Jerry Mallmann
    - Motion to Approve/Deny Mayoral appointments as noted above.
  - Motion to Approve/Deny 1 Alderman to Planning Commission – Joe Schoenborn
  - Motion to Approve/Deny 1 Alderman to Intergovernmental Agreement – Ron Gruett
  - Motion to Approve/Deny 1 Alderman to Re-development Authority (RDA) – Kathy Schmitzer
  - Motion to Approve/Deny 1 Alderman to Library Board – Peggy Loose
  - Motion to Approve/Deny Council President – Council Recommendation.
  - Motion to Approve/Deny Tri-County News as the Official Newspaper
1. Approve/Deny – Special Event Permit – Chilton Lions Club – Wisconsin Micro-Brewers Beer Festival – May 21, 2023, Fairgrounds & Hobart Field & Park –

2. Approve/Deny – Temporary Class B Retailers License - Chilton Lions Club – Wisconsin Micro-Brewers Beer Festival –
3. Approve/Deny – Special Event Permit – Chilton Chamber of Commerce – Street Dance – June 17, 2023, Bechlem Family Pocket Park –
  - a. Consumption of Alcohol in Public –
  - b. Amplified Music – Extended until midnight –
4. Approve/Deny – Temporary Class B Retailers License – Chilton Chamber of Commerce – Street Dance
5. Approve/Deny – Snowplow Purchase for DPW Truck #3 –
6. Approve/Deny – Tommy Gate Lift for DPW Truck #3 –
7. Approve/Deny – Agreement for Professional Services – McMahon Engineering – ArcGIS Online Platform –
8. Approve/Deny – Insulation Repairs on North Water Tower – Lane tank –
9. Approve/Deny – Contract for Outdoor Lighting Services – Bessy Lane – WPS –
10. Approve/Deny – Street Mastic Purchase & Patcher Rental – Sherwin Industries –
11. Approve/Deny – Geo-Technical Services – ECS Midwest LLC –
  - a. East Main Street Project – **Separate Attachments -**
  - b. Railroad Crossings – East Main Street – Information in Packet -
12. Approve/Deny – Waiving of Building Permit Fees – Habitat for Humanity Projects – Rock the Block Event May 11 -13, 2023, -
13. Approve/Deny – Resolution R-1901 - DNR Grant Submission – Form 8700-388 – Nennig Park Inclusive Park and Connectivity Project –
14. Approve/Deny – Letter of Intent with Cost of Services – Frontier – Facility Relocation of Power Pole – Fire Department Project –
15. Approve/Deny – Repairs to Western Star Dump Truck – Street Department -
16. Discussion – Approve/Deny – Change-order Protocol & Spending Threshold – Fire Department Construction Project – **McMahon Letter Separate Attachment -**
17. Approve/Deny – Change Orders for Fire Department Construction Project –
  - a. Change order #2- Fire Doors with addition of panic devices in lieu of storeroom locksets - **Bid/pricing reduced by 50% - Separate Attachment**
  - b. Change order #3 – Replacing existing clay sanitary sewer lateral – **Separate Attachment -**

Communication:

1. Library Board Meeting Agenda & Minutes –
2. April 4, 2023, Election Results – City of Chilton
3. Arbor Day Itinerary -

Adjournment:

**NOTICE:** In accordance with the requirements of Title I of the Americans with Disabilities Act (ADA), the City of Chilton will not discriminate against qualified individuals with disabilities since disability in its services, programs, or activities. If you need assistance or reasonable accommodations in participating in the meeting or event due to a disability as defined under the ADA, please call the City Clerk's Office at 920-849-2451 at least 48 hours prior to the scheduled meeting or event to request an accommodation. The public may comment on agenda items as they appear.



**Common Council Meeting Minutes  
Tuesday, April 4, 2023, at 6:30 p.m.  
Chilton City Hall – Lower Level  
42 School St., Chilton, WI 53014**

Pursuant to Section 19.84(2) and (3) of the Wisconsin State Statutes, notice is hereby given to the public, to the Tri-County News, the official newspaper of Chilton, and to those news media who have filed a written request for this notice that a meeting of the above-referenced was held at the date, time and location listed above.

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Notice is hereby given that much of the Common Council of the City of Chilton, or a standing committee of that body were present at this meeting to gather information about the subject matter which they have decision making responsibility.

The above governmental body met to discuss and possibly act on the following agenda items as set forth below:

The regular meeting of the Chilton Common Council held at the Chilton City Hall was called to order at 6:30 p.m. by Council President Kathy Schmitzer.

**ROLL CALL:**

Council members Peggy Loose, Joe Schoenborn, Kathy Schmitzer, Ron Gruett, Robbie Seipel, and Rick Jaeckels were present at roll call. Jon Kragh was absent. Other city officials present were City Administrator David DeTroye, DPW Chris Marx, and Attorney Derek McDermott. Also in attendance was Rachael Siehs, Betty Schilling, and Greg Kubichka.

Those in attendance recited the Pledge of Allegiance.

**AGENDA:** Motion by Gruett, seconded by Jaeckels and carried by unanimous voice vote to approve the Common Council Agenda for April 4, 2023, as presented.

**REPORT OF OFFICERS:**

**MAYOR – Tom Reinl – No Report**

**CITY ADMINISTRATOR - David DeTroye –**

- Rock the Block Programming Update – City Park Expenditures – DPW Marx and I met with their construction team to detail the proposed fixes and maintenance to be completed by volunteers within the park system. Rough estimates outlined the work, and the city will be responsible for materials, paints, and stain as needed.
- Tree City Designation received from Arbor Day Foundation for 2022.
- City Hall Administration Area/Police/Council Chambers Planning & Design now underway with McMahon Engineering.
- Parade Route update – reverting back to original parade route down East Main to Reinl Accounting as the utility work is not scheduled to start until Labor Day.
- Change Order 1 - \$1,206.92 was approved this morning prior to concrete footings being poured. The work was for a change order from the architect regarding adding additional rebar in the footings. Moving forward DPW and Administrator would like direction as how change orders should be handled including rights to sign as well as spending thresholds. Discussion and action April 18<sup>th</sup> meeting.

**DIRECTOR OF PUBLIC WORKS – Chris Marx –**

- Bobcat skid loader ordered in December 2021 was delivered.

- Equipment upfit on new plow truck has begun, scheduled to be completed and delivered in June.
- Fire Station construction continues.
- Preparations for Rock the Block continue, including material purchases for public infrastructure projects (Klinkner Park, Morrissey Park, Leahy Park and Public Library).

#### **CHIEF OF POLICE – Craig Plehn – No Report**

**Minutes:** Motion by Jaeckels, seconded by Seipel and carried by unanimous voice vote to approve the minutes of the council meeting held on March 21, 2023.

**March 2023 Financial Statement -** Motion by Jaeckels, seconded by Seipel and carried by unanimous voice vote to approve the March 2023 Financial statement as presented.

**Operator Licenses –** Motion by Seipel, seconded by Gruett and carried by unanimous voice vote to approve the operator licenses for Lyniah Leja and Ayden Malesevich.

**Payment of Bills:** Motion by Jaeckels, seconded by Seipel to pay all bills.

Roll Call Vote: Loose, Jaeckels, Schoenborn, Seipel, and Gruett all cast Aye votes, Schmitzer abstained. 5 – 0 motion carried.

**Audience Participation:** Resident Greg Kubichka made inquiry as to why the Habitat for Humanity group is allowed to use the Community Center on May 11-13, 2023 for organizational purposes and feeding volunteers for the Rock the Block Program when it has been closed to other groups. Administrator DeTroye informed Kubichka that final plans have not yet been submitted by Habitat for the facility and that they have also reserved Nennig Park as a possible destination. DeTroye also informed Kubichka that planning for this event has been in the works for more than a year, and the reservation was made in advance of the current restrictions in place at city hall due to construction.

#### **Committee Report – Committee of the Whole –**

1. 2023 Rates for Wood Chips & Mulch – Motion by Loose, seconded by Schoenborn and carried by unanimous voice vote to approve the rate schedule for mulch and wood chips as well as delivery fees.
2. Ordinance 1208 – Amending 30-74 – Water Softening requirements – Motion by Schoenborn to approve Ordinance 1208 and waive the reading. Second by Jaeckels. No further discussion. Roll Call Vote: Loose, Jaeckels, Schmitzer, Schoenborn, Seipel, and Gruett all cast aye votes. 6 – 0 motion carries.
3. Ordinance 1209 – Amending 4 -15 – Animals on Public Property - Motion by Jaeckels to approve Ordinance 1209 and waive the reading. Second by Loose. No further discussion. Roll Call Vote: Loose, Jaeckels, Schmitzer, Schoenborn, Seipel, and Gruett all cast aye votes. 6 – 0 motion carries.

#### **New Business:**

1. 6-Month Alcohol Beverage License – Chilton Athletic Club – Nennig Park – Motion by Jaeckels, seconded by Schoenborn to approve the 6 month alcohol license for the Chilton Athletic Club for Nennig Park. Council member Loose asked whether the city could restrict drinking to certain areas of the park? Loose went on to inform the council that there are concerns centered around coaches drinking during games within the ball fields. Discussion ensued. Council member Schoenborn asked if any activity has created an issue? Council member Gruett made mention of the strong ties the city has with the athletic club and that they have done good things for the park, program, and city. Council member Schmitzer said policing drinking would be difficult and it should be left to the athletic club. Council member Jaeckels said this should be a discussion with the athletic club and not motioned for at council. Gruett said again that the athletic club needs to control their operations not the city. Council President Schmitzer called for a voice vote with all members approving the license except council member Loose. 5 -1 motion carries.
2. Notice of Award – 2023 Utility Reconstruction Project – East Main/Center/Mill Street – DPW Marx described the project and presented financials from a spreadsheet he created to simplify. The utility portion of the project is slated to begin in late August and needs to be completed by December 31, 2023. A portion of the work being completed on private residences (laterals) needs to be completed by May 1, 2024, to accommodate the street reconstruction project. All told, the current contract carries a



value of \$1,239,990. Marx also made comment that some of the stormwater expense will also be added in when the bid is received for the street reconstruction portion. Calumet County is responsible for a small portion of this contract and will carry more on the street reconstruction piece. The same percentages have been agreed upon between the city and county for the work as was done on the Court and State Street projects. Motion by Jaeckels, seconded by Seipel to approve the contract with Donald Hietpas & Sons LLC for the sum of \$1,239,990.35 for the East Main Street/Center Street/Mill Street utility reconstruction project. Roll call vote: Loose, Jaeckels, Schmitzer, Schoenborn, Seipel, and Gruett all cast aye votes. 6 – 0 motion carries.

3. Sale of 2012 Gehl Skidsteer and attachments – DPW Marx informed the council that the new skidsteer ordered in 2021 has arrived. Marx is now asking for permission to sell the used equipment to offset the cost of the purchase and required attachments. Motion by Seipel, seconded by Schoenborn and carried by unanimous voice vote to approve the sale of the used 2012 Gehl skidsteer and attachments.
4. Replacement of Truck #3 – ¾ ton pickup for street department – DPW Marx presented a spreadsheet to the council explaining the pricing and options of six trucks he was able to locate for the replacement of truck #3 for the street department. The current vehicle is a 2010 and is past its' scheduled replacement window. The council allocated and approved \$60,487.00 in the 2023 Public Works budget for the purchase. With on-going supply chain issues, Marx recommended the purchase of a 2022 Dodge Ram 2500 Tradesman from Summit Automotive of Fond du Lac for the price of \$52,487.00 Marx informed the council that the local dealers could not guarantee a delivery date or if a truck was even available. The recommendation was based primarily on the immediate delivery of the vehicle. Motion by Loose to approve the purchase of a 2022 Dodge Ram 2500 Tradesman from Summit Automotive for the amount of \$52,487.00. Second by Schoenborn. No further discussion. Roll call vote: Loose, Jaeckels, Schmitzer, Schoenborn, Seipel, and Gruett all cast aye votes. 6 – 0 motion carries.
5. Sale of 2010 ¾ ton Dodge pickup – Motion by Loose, seconded by Gruett and carried by unanimous voice vote to sell the used 2010 Dodge pickup and use the proceeds of the sale to offset the purchase price and future snowplow purchase.

**Communication:**

1. March 2023 building permit summary was distributed to the council for review.

**Adjournment:** Motion by Loose, seconded by Seipel and carried by unanimous voice vote to adjourn the meeting at 7:17pm.

Meeting Minutes Prepared by:  
David DeTroye  
City Administrator/Clerk/Treasurer

# 2023 REVENUES-MARCH

2023								
		MARCH	RECEIVED IN			YTD	RECEIVED	
		BUDGET	MARCH	DIFFERENCE		BUDGET	THRU 03/31/2023	DIFFERENCE
<b>Public Safety</b>								
43420	STATE SHARED FIRE INS. TAX	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -
43520	STATE AID-LAW ENF. TRNG.	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -
43523	STATE AID BULLETPROOF VESTS	\$ -	\$ 4,661.42	\$ 4,661.42		\$ -	\$ 4,661.42	\$ 4,661.42
43541	STATE AID-EMS FLEX GRANT	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -
43542	STATE AID-LAW ENF. GRANT	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -
43561	STATE AID-FOREST FIRE GRANT	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -
43690	USDHS-FEMA GRANT	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -
44202	BICYCLE LICENSES	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -
45101	ORDINANCE VIOLATIONS-COURT	\$ 1,333.33	\$ 1,428.53	\$ 95.20		\$ 2,666.66	\$ 2,748.99	\$ 82.33
45102	ORD. VIOLATIONS-PARKING	\$ 800.00	\$ 1,750.00	\$ 950.00		\$ 3,250.00	\$ 3,400.00	\$ 150.00
47320	LAW ENFORCEMENT SERVICES	\$ -	\$ 20.00	\$ 20.00		\$ 40.00	\$ 120.00	\$ 80.00
47321	FIRE DEPT CONTRACTS	\$ 50,583.00	\$ 51,616.39	\$ 1,033.39		\$ 50,583.00	\$ 51,616.39	\$ 1,033.39
47322	FIRE DEPT. OTHER	\$ 25.00	\$ 1,400.00	\$ 1,375.00		\$ 50.00	\$ 1,425.00	\$ 1,375.00
47323	EMERGENCY MEDICAL	\$ 3,343.00	\$ 3,669.57	\$ 326.57		\$ 3,343.00	\$ 3,669.57	\$ 326.57
47390	SCHOOL PATROL	\$ -	\$ -	\$ -		\$ 7,210.00	\$ 7,210.00	\$ -
	<b>SUBTOTAL</b>	\$ 56,084.33	\$ 64,545.91	\$ 8,461.58		\$ 67,142.66	\$ 74,851.37	\$ 7,708.71
<b>General Government</b>								
44110	LIQUOR & MALT BEV. LICENSE	\$ -	\$ 10.00	\$ 10.00		\$ -	\$ 75.00	\$ 75.00
44111	OPERATORS LICENSE	\$ 60.00	\$ 60.00	\$ -		\$ 210.00	\$ 210.00	\$ -
44112	CIGARETTE LICENSE	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -
44115	ROOM TAX PERMIT	\$ -	\$ -	\$ -		\$ -	\$ 50.00	\$ 50.00
44201	DOG LICENSE	\$ -	\$ -	\$ -		\$ 1,300.00	\$ 1,478.13	\$ 178.13
44901	PEDDLER PERMITS	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -
44906	FIREWORKS PERMIT	\$ -	\$ -	\$ -		\$ -	\$ 25.00	\$ 25.00
46110	CLERK	\$ 416.67	\$ 84.65	\$ (332.02)		\$ 1,250.01	\$ 914.12	\$ (335.89)
46118	MISCELLANEOUS	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -
48201	RENT OF CITY PROPERTY	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -
	<b>SUBTOTAL</b>	\$ 476.67	\$ 154.65	\$ (322.02)		\$ 2,760.01	\$ 2,752.25	\$ (7.76)
<b>Public Works</b>								
42300	ST. ASSESSMENTS	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -
42401	CURB & GUTTER ASSMTS.	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -
42402	SIDEWALK ASSMTS.	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -
42403	STORM SEWER ASSMTS.	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -
43531	STATE AID-TRANSPORTATION	\$ -	\$ -	\$ -		\$ 49,738.00	\$ 49,744.53	\$ 6.53
43532	STATE AID-CONNECTING STS.	\$ -	\$ -	\$ -		\$ 15,189.75	\$ 15,189.74	\$ (0.01)
43537	STATE AID-WHEEL TAX	\$ 7,083.00	\$ 6,696.00	\$ (387.00)	1	\$ 14,166.00	\$ 6,696.00	\$ (7,470.00)
43540	STATE AID-DOJ GRANT	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -
43550	STATE AID-CARES-COVID 19	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -
43570	STATE AID-VIDEO SERVICE AID	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -
44306	STREET OPENING PERMITS	\$ 500.00	\$ 526.25	\$ 26.25		\$ 1,250.00	\$ 1,815.35	\$ 565.35
44307	SIDEWALK PERMITS	\$ 50.00	\$ 50.00	\$ -		\$ 200.00	\$ 200.00	\$ -
44905	PARKING LOT PERMIT FEES	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -
46311	SNOW REMOVAL	\$ -	\$ (0.00)	\$ (0.00)		\$ 850.00	\$ 969.93	\$ 119.93
47400	DPW SERVICES FOR LOCAL DEPT	\$ -	\$ -	\$ -		\$ -	\$ 268.00	\$ 268.00
48111	INTEREST ON SPEC. ASMT.	\$ -	\$ 5.06	\$ 5.06		\$ 20.00	\$ 21.41	\$ 1.41
	<b>SUBTOTAL</b>	\$ 7,633.00	\$ 7,277.31	\$ (355.69)		\$ 81,413.75	\$ 74,904.96	\$ (6,508.79)
<b>Health &amp; Human Services</b>								
46540	CEMETERY	\$ 200.00	\$ 200.00	\$ -		\$ 1,200.00	\$ 2,200.00	\$ 1,000.00
48502	VETERANS MEMORIAL	\$ -	\$ -	\$ -		\$ -	\$ 900.00	\$ 900.00
48503	DONATIONS - OTHER	\$ -	\$ -	\$ -		\$ -	\$ 16,275.00	\$ 16,275.00
	<b>SUBTOTAL</b>	\$ 200.00	\$ 200.00	\$ -		\$ 1,200.00	\$ 19,375.00	\$ 18,175.00

# 2023 REVENUES-MARCH

		MARCH BUDGET	RECEIVED IN MARCH	DIFFERENCE	YTD BUDGET	RECEIVED THRU 03/31/2023	DIFFERENCE
	<b>Culture &amp; Recreation</b>						
43310	RECREATION REVENUES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
43721	LIBRARY AID FROM CALUMET CTY	\$ 108,835.00	\$ 108,835.00	\$ -	\$ 108,835.00	\$ 108,835.00	\$ -
43721	LIBRARY AID FROM MANITOWOC	\$ 11,581.00	\$ 11,581.00	\$ -	\$ 11,581.00	\$ 11,581.00	\$ -
44902	CABLE TELEVISION FEES	\$ -	\$ -	\$ -	\$ 5,200.00	\$ 5,713.81	\$ 513.81
46710	LIBRARY-FINES	\$ -	\$ 108.07	\$ 108.07	\$ -	\$ 184.84	\$ 184.84
46712	LIBRARY-COPIES	\$ 133.33	\$ 235.81	\$ 102.48	\$ 266.66	\$ 614.98	\$ 348.32
46720	PARK LAND DEDICATION	\$ 250.00	\$ 250.00	\$ -	\$ 1,000.00	\$ 1,000.00	\$ -
46731	PARKS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
46737	CITY BAND	\$ 1,160.00	\$ 1,400.00	\$ 240.00	\$ 5,160.00	\$ 5,600.00	\$ 440.00
48202	LIBRARY RENT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
48500	MORRISSEY PARK	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
48501	LIBRARY DONATIONS	\$ -	\$ -	\$ -	\$ -	\$ 12,814.85	\$ 12,814.85
	<b>SUBTOTAL</b>	\$ 121,959.33	\$ 122,409.88	\$ 450.55	\$ 132,042.66	\$ 146,344.48	\$ 14,301.82
	<b>Sanitation</b>						
43545	STATE AID-DNR RECYCLING	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
44301	BUILDING PERMITS	\$ 5,000.00	\$ 14,087.00	\$ 9,087.00	\$ 23,800.00	\$ 66,031.70	\$ 42,231.70
44904	TOWER LEASE	\$ 265.00	\$ 265.23	\$ 0.23	\$ 795.00	\$ 795.69	\$ 0.69
46431	WASTE COLLECTION/DISPOSAL	\$ -	\$ -	\$ -	\$ 210,400.00	\$ 210,639.00	\$ 239.00
46434	RECYCLING	\$ -	\$ -	\$ -	\$ 98,500.00	\$ 98,691.00	\$ 191.00
46440	WEED CONTROL	\$ -	\$ -	\$ -	\$ 500.00	\$ 500.45	\$ 0.45
	<b>SUBTOTAL</b>	\$ 5,265.00	\$ 14,352.23	\$ 9,087.23	\$ 333,995.00	\$ 376,657.84	\$ 42,662.84
	<b>Development</b>						
43525	STATE AID-URBAN FORESTRY	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
44401	REZONING FEES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
46830	CDBG LOAN PAYMENTS	\$ 1,500.00	\$ 1,531.45	\$ 31.45	\$ 1,870.00	\$ 1,901.45	\$ 31.45
46850	WEB SITE REVENUES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
46900	RLF APPLICATION FEE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	<b>SUBTOTAL</b>	\$ 1,500.00	\$ 1,531.45	\$ 31.45	\$ 1,870.00	\$ 1,901.45	\$ 31.45
	<b>GENERAL REVENUES:</b>	<b>MARCH BUDGET</b>	<b>RECEIVED IN MARCH</b>	<b>DIFFERENCE</b>	<b>YTD BUDGET</b>	<b>RECEIVED THRU 03/31/2023</b>	<b>DIFFERENCE</b>
41101	GENERAL PROPERTY TAXES	\$ -	\$ (21.02)	\$ (21.02)	\$ 1,417,571.00	\$ 1,417,549.98	\$ (21.02)
41102	PERSONAL PROPERTY TAXES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
41110	GENERAL PROP. TAX-CAP. EQUIP	\$ -	\$ -	\$ -	\$ 365,300.00	\$ 365,300.00	\$ -
41130	OCCUPATIONAL TAXES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
41210	ROOM TAX	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
41310	TAXES FROM WATER UTILITY	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
41800	INTEREST ON TAXES	\$ -	\$ 7.54	\$ 7.54	\$ -	\$ 35.37	\$ 35.37
41320	TAXES FROM HSG. AUTH.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
41220	RETAINED SALES TAX	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
43410	STATE SHARED REVENUES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
43411	STATE EXPENDITURE RESTRAINT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
43425	STATE-AID COMPUTERS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
46119	GAS TAX REFUND	\$ -	\$ -	\$ -	\$ 275.00	\$ 320.74	\$ 45.74
48101	INT ON INV. -GEN. FUND	\$ 8,000.00	\$ 8,381.31	\$ 381.31	\$ 16,600.00	\$ 17,045.01	\$ 445.01
48120	INTEREST ON VET. MEMORIAL	\$ -	\$ -	\$ -	\$ -	\$ 24.77	\$ 24.77
48121	INTEREST ON INV-MORRISSEY	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
41111	GENERAL FUND TRANSFER	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
41111	SURPLUS APPLIED	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
49201	OPERATING TRANSFERS IN	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
48300	PROPERTY SALES	\$ -	\$ 210.00	\$ 210.00	\$ -	\$ 210.00	\$ 210.00
	<b>SUBTOTAL</b>	\$ 8,000.00	\$ 8,577.83	\$ 577.83	\$ 1,799,746.00	\$ 1,800,485.87	\$ 739.87
	<b>GRAND TOTAL</b>	\$ 201,118.33	\$ 219,049.26	\$ 17,930.93	\$ 2,420,170.08	\$ 2,497,273.22	\$ 77,103.14
	<b>BUDGET:</b>						
	Operating	\$ 1,928,083.00					
	Property Taxes	\$ 1,417,571.00					
	Debt	\$ 365,300.00					
	Wheel Tax Revenue	\$ -					
	Library Appropriation	\$ -					
	<b>\$3,710,954.00</b>						

1) Wheel Tax-The State is one month behind in depositing into City Bank



## 2023 EXPENSES-MARCH

2023							
		MARCH	SPENT IN			YTD	SPENT
		BUDGET	MARCH	DIFFERENCE		BUDGET	THRU 03/31/23
Public Safety							
52201	FIRE	\$ 23,627.33	\$ 22,738.27	\$ 889.06		\$ 103,194.67	\$ 103,937.45
52501	CIVIL DEFENSE	\$ 46.00	\$ 42.04	\$ 3.96		\$ 92.00	\$ 85.58
52202	HYDRANT RENTAL	\$ -	\$ -	\$ -		\$ -	\$ -
52101	POLICE	\$ 82,939.25	\$ 82,239.06	\$ 700.19		\$ 242,722.42	\$ 235,887.16
52105	SCHOOL PATROL	\$ 1,190.56	\$ 1,017.62	\$ 172.94		\$ 3,571.67	\$ 3,132.11
52301	EMERGENCY MEDICAL	\$ 200.00	\$ 295.99	\$ (95.99)		\$ 23,400.00	\$ 15,453.60
52401	BLDNG INSPECTOR	\$ 4,495.92	\$ 43,217.85	\$ (38,721.93)	1	\$ 9,497.75	\$ 53,241.24
	SUBTOTAL	\$ 112,499.06	\$ 149,550.83	\$ (37,051.77)		\$ 382,478.50	\$ 411,737.14
General Government							
51420	CLERK	\$ 4,274.42	\$ 3,665.13	\$ 609.29		\$ 14,642.25	\$ 12,874.91
51601	CITY HALL	\$ 2,236.50	\$ (3,746.84)	\$ 5,983.34		\$ 9,880.83	\$ 5,901.05
51602	CITY CLOCK	\$ -	\$ -	\$ -		\$ -	\$ -
51450	DATA PROCESSING	\$ 619.00	\$ 2,685.10	\$ (2,066.10)	2	\$ 7,938.00	\$ 11,295.82
51510	ACCT & AUDIT	\$ -	\$ 217.50	\$ (217.50)		\$ 5,985.00	\$ 6,202.50
51530	ASSMT. OF PROPERTY	\$ -	\$ -	\$ -		\$ 8,720.00	\$ 8,720.00
51930	INSURANCE	\$ 4,187.50	\$ 4,146.46	\$ 41.04	3	\$ 41,150.00	\$ 51,350.62
51101	COUNCIL	\$ 571.40	\$ 808.13	\$ (236.73)		\$ 7,383.30	\$ 5,736.88
51102	MAYOR	\$ 460.17	\$ 460.25	\$ (0.08)		\$ 1,435.50	\$ 1,414.25
51301	ATTORNEY	\$ 750.00	\$ 780.00	\$ (30.00)		\$ 1,500.00	\$ 1,100.00
51440	ELECTIONS	\$ 3,329.85	\$ 3,438.70	\$ (108.85)		\$ 5,219.85	\$ 5,583.40
	SUBTOTAL	\$ 16,428.83	\$ 12,454.43	\$ 3,974.40		\$ 103,854.73	\$ 110,179.43
Public Works							
53230	STREET BLDNGS	\$ 3,509.17	\$ 3,927.19	\$ (418.02)		\$ 10,854.17	\$ 15,138.53
53240	STREET MACHINERY	\$ 7,532.00	\$ 7,512.78	\$ 19.22	4	\$ 23,081.00	\$ 122,937.41
53102	DPW	\$ 6,600.17	\$ 5,676.82	\$ 923.35		\$ 20,358.00	\$ 16,042.55
53201	DPW PERS.BENEFITS	\$ -	\$ (14,355.38)	\$ 14,355.38		\$ -	\$ -
53305	STREET SIGNS	\$ 845.83	\$ 685.00	\$ 160.83		\$ 1,661.67	\$ 1,619.22
53301	STREET MAINTENANCE	\$ 2,861.25	\$ 2,520.85	\$ 340.40		\$ 7,683.75	\$ 6,115.91
53302	STREET CLEANING	\$ 759.20	\$ 245.37	\$ 513.83		\$ 1,518.40	\$ 1,815.43
53303	SNOW & ICE	\$ 25,925.00	\$ 43,367.53	\$ (17,442.53)	5	\$ 58,821.50	\$ 74,217.01
53310	STREET CONSTRCTN.	\$ -	\$ -	\$ -		\$ -	\$ -
53420	STREET LIGHTING	\$ 8,392.67	\$ 8,646.24	\$ (253.57)		\$ 16,878.00	\$ 17,195.33
53431	SIDEWALKS	\$ 500.00	\$ 255.80	\$ 244.20		\$ 500.00	\$ 255.80
53440	STORM SEWER	\$ 5,000.00	\$ 1,137.22	\$ 3,862.78		\$ 5,000.00	\$ 2,557.65
53446	PITS & QUARRIES	\$ 500.00	\$ 840.42	\$ (340.42)		\$ 500.00	\$ 840.42
	SUBTOTAL	\$ 62,425.28	\$ 60,459.84	\$ 1,965.44		\$ 146,856.48	\$ 258,735.26
Health/Human Services							
54109	ANIMAL CONTROL	\$ -	\$ -	\$ -		\$ -	\$ -
54910	CEMETERY	\$ 150.00	\$ 115.43	\$ 34.57		\$ 1,470.00	\$ 1,437.38
	SUBTOTAL	\$ 150.00	\$ 115.43	\$ 34.57		\$ 1,470.00	\$ 1,437.38



## 2023 EXPENSES-MARCH

		MARCH	SPENT IN		YTD	SPENT	
		BUDGET	MARCH	DIFFERENCE	BUDGET	THRU 03/31/23	DIFFERENCE
	<b>Culture &amp; Recreation</b>						
55110	LIBRARY	\$ 18,240.67	\$ 18,042.75	\$ 197.92	\$ 59,841.33	\$ 57,946.92	\$ 1,894.41
55113	LIBRARY REVENUE	\$ 1,325.00	\$ 268.36	\$ 1,056.64	\$ 1,325.00	\$ 268.36	\$ 1,056.64
55201	PARKS	\$ 2,125.42	\$ 695.61	\$ 1,429.81	\$ 7,720.83	\$ 8,786.30	\$ (1,065.47)
55202	VETERANS MEMORIAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
55301	RECREATION	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
55441	SKATE RINKS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
55305	CELEBRATIONS	\$ -	\$ -	\$ -	\$ 40.00	\$ 40.00	\$ -
55308	XMAS DECORATIONS	\$ 40.00	\$ 47.92	\$ (7.92)	\$ 1,110.00	\$ 1,115.18	\$ (5.18)
55303	HOBART FIELD	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
55306	BAND	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	<b>SUBTOTAL</b>	\$ 21,731.08	\$ 19,054.64	\$ 2,676.44	\$ 70,037.17	\$ 68,156.76	\$ 1,880.41
	<b>Sanitation</b>						
53721	SW COLLECTION	\$ 12,750.00	\$ 13,256.20	\$ (506.20)	\$ 38,250.00	\$ 39,939.33	\$ (1,689.33)
53722	SW HAULING	\$ 4,760.00	\$ 3,023.86	\$ 1,736.14	\$ 14,280.00	\$ 11,255.56	\$ 3,024.44
53724	RECYCLING	\$ 11,436.75	\$ 8,377.24	\$ 3,059.51	\$ 34,260.25	\$ 25,637.90	\$ 8,622.35
53726	TREE BOARD	\$ 75.00	\$ 39.77	\$ 35.23	\$ 225.00	\$ 180.14	\$ 44.86
53740	WEED CONTROL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	<b>SUBTOTAL</b>	\$ 29,021.75	\$ 24,697.07	\$ 4,324.68	\$ 87,015.25	\$ 77,012.93	\$ 10,002.32
	<b>Development</b>						
56300	PLAN COMMISSION	\$ 36.75	\$ -	\$ 36.75	\$ 160.25	\$ 43.47	\$ 116.78
56500	HOUSING	\$ 75.67	\$ 79.41	\$ (3.74)	\$ 167.00	\$ 178.23	\$ (11.23)
56701	IND. & COMMERCIAL	\$ 1,051.92	\$ 979.03	\$ 72.89	\$ 3,155.75	\$ 2,816.92	\$ 338.83
56702	ADV. & PROMOTIONS	\$ 149.17	\$ 134.28	\$ 14.89	\$ 253.33	\$ 232.51	\$ 20.82
56703	MAPS & PLATS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	<b>SUBTOTAL</b>	\$ 1,313.50	\$ 1,192.72	\$ 120.78	\$ 3,736.33	\$ 3,271.13	\$ 465.20
	<b>Debt Service</b>						
58109	STREET PROJECTS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	<b>SUBTOTAL</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	<b>GRAND TOTAL</b>	\$ 243,569.51	\$ 267,524.96	\$ (23,955.45)	\$ 795,448.47	\$ 930,530.03	\$ (135,081.56)
	<b>BUDGET:</b>						
	Operating	\$ 2,945,888.00			<b>EXCESS OF REVENUES OVER (UNDER) EXPENDITURES</b>		
	Capital	\$ 399,766.00			BUDGETED	SPENT/RECEIVED	DIFFERENCE
	Debt	\$ 365,300.00			\$ 2,420,170.08	\$ 2,497,273.22	\$ 77,103.14
		<b>\$ 3,710,954.00</b>			REVENUES		
					\$ 795,448.47	\$ 930,530.03	\$ (135,081.56)
					EXPENSES		
	Wheel Tax Revenue	\$ -				<b>\$ 1,566,743.19</b>	<b>\$ (57,978.42)</b>
	Year End	\$ -					
	Overdraft	\$ -					
		<b>\$ 3,710,954.00</b>					
	Reserve from 2022 used to offset 2023 Budget	\$ 22,000.00			1)Building Inspector-Ch.School +SC Swiderski \$42000 Revenue		
					2)Data Processing-Heartland office computer issues		
					3)Insurance-Jan to March WC premium paid/wages not paid yet		
					3)Insurance-Health Savings short \$5100		
					4)Street Machinery-Truck #16 chasis (\$180,000 NLF)		
					5)Snow & Ice-labor/fringe		
					6)Solid Waste Collection-GFL fuel surcharge		

**CITY OF CHILTON**  
**VARIOUS OFFICER and COMMITTEE APPOINTMENTS**

The Council Meeting on April 18, 2023 will be the Organizational Meeting of the Council.

1. Comments of the Mayor
2. Standing committees of the Council  
(Appointed by the Mayor, subject to confirmation by the Common Council)

**2023-2024 Committee Assignments**

**First Named Member Is Chairman**

**Members**

General Government.....	Schmitzer, Gruett, Jaeckels
Public Safety.....	Gruett, Loose, Jaeckels
Public Works.....	Schoenborn, Seipel, Schmitzer
Culture & Recreation.....	Kragh, Schoenborn, Loose
Council of the Whole.....	Schmitzer, Kragh, Schoenborn, Loose, Gruett, Seipel, Jaeckels

3. Appointment of Weed Commissioner - 1 Year Term - May 1, 2023 to April 30, 2024  
(The Weed Commissioner shall be appointed pursuant to Section 66.0517, Wis. Stats.)  
Reappointment of Travis Boll.
4. Board of Appeals – 3 Year Term - May 1, 2023 to April 30, 2026  
(Appointed by the Mayor, subject to confirmation by the Common Council)  
Reappointment of Gerald Vanne.
5. Board of Review – Three members plus an alternate for 2023  
(Appointed by the Mayor, subject to confirmation by the Common Council)  
Reappointment of Ken Weber, Gerald Vanne, Joe Thiel and alternate Diane Jaeckels.
6. Appointment of Emergency Management Director – 1 Year Term - May 1, 2023 to April 30, 2024  
(Appointed by the Mayor, subject to confirmation by the Common Council)  
Reappointment of Craig Plehn.
7. Plan Commission Member – 3 Year Term – May 1, 2023 to April 30, 2026  
(Appointed by the Mayor, subject to confirmation by the Common Council)  
Reappointment of Joe Thiel and Jerry Mallmann.
8. Police and Fire Commission – 5 Year Term – May 1, 2023 to April 30, 2028  
(Appointed by the Mayor, subject to confirmation by the Common Council)  
Reappointment of Stephen Mueller
9. Selection of One **Aldersperson** to the Plan Commission –  
Term April 18, 2023 to April 15, 2024  
(Appointed by the Mayor, subject to confirmation by the Common Council)  
Reappointment of Joe Schoenborn.
10. Selection of One **Aldersperson** to serve on the Intergovernmental Agreement Joint Planning Committee  
Term April 18, 2023 to April 15, 2024  
(Appointed by the Mayor, subject to confirmation by the Common Council)  
Reappointment of Ron Gruett.
11. Selection of One **Aldersperson** to the Redevelopment Authority (RDA) -  
Term April 18, 2023 to April 15, 2024  
(Appointed by the Mayor, subject to confirmation by the Common Council)  
Reappointment of Kathy Schmitzer.
12. Selection of One **Aldersperson** to serve on the Library Board –  
Term April 18, 2023 to April 15, 2024  
(Appointed by the Mayor, subject to confirmation by the Common Council)  
Reappointment of Peggy Loose.
13. Selection of Council President for a one-year term. (\_\_\_\_\_)
14. Selection of Official Newspaper until May 1, 2024. (Tri-County News – Wisconsin Media Group)

Friday, April 7, 2023

David DeTroye  
City of Chilton  
42 School Street  
Chilton, Wisconsin 53014

Dear Mr. DeTroye:

Thank you for the opportunity to bid on having the Tri-County News continue as the City of Chilton's official newspaper.

Our bid for legal notices **per square inch** is: **\$2.77 per square inch**

Please note that our legal notice rates were adjusted by the State of Wisconsin as of Jan. 1, 2023. Those maximum rates are set by the State and will not be changing for the balance of 2023. The rate **per line** of our type was set by the State at 91.43 cents per line (previously was 81.47 cents per line). You should also note that we use Arial 10-point on 10-point leading for our legal notices as approved by the State of Wisconsin.

At right is a one-square-inch sample of 8-point text. For your information, the font is Arial Regular on 8-point leading.

Again, thank you for this opportunity. We have enjoyed and have appreciated being the City of Chilton's official newspaper for the last number of years.

Sincerely,



Mark Sherry, editor  
Wisconsin Media Group

This is a one square inch sample of eight-point Arial Regular on eight-point leading as requested by David DeTroye, city administrator/clerk/treasurer of the City of Chilton for 2021.



For the City of Chilton OFFICE USE ONLY		Received: <u>   </u> / <u>   </u> / <u>   </u>
License Fee Rec'd: \$ <u>   </u>		Paid/Refunded Date: <u>   </u> / <u>   </u> / <u>   </u>
		Receipt Number: <u>   </u>
		Sent Applicant Copy: <u>   </u> / <u>   </u> / <u>   </u>

**RECEIVED**  
MAR 24 2023  
CITY OF CHILTON  
WISCONSIN

## SPECIAL EVENT APPLICATION FORM

**\$25 APPLICATION FEE**

**NOTICE:** Applications will not be accepted until complete, **INCLUDING ALL SUPPORTING DOCUMENTATION** or it will be returned to the applicant. Applying for your special event does not guarantee the application will be approved. Application must be signed by the Applicant and returned to City of Chilton City Hall 42 School St., Chilton, WI **sixty (60) days prior to the "Special Event"**.

### SECTION 1 – APPLICANT INFORMATION (PERSON APPLYING TO HAVE SPECIAL EVENT/CONTACT PERSON)

Name: <sup>(First)</sup> Chris <sup>(Middle)</sup> D <sup>(Last)</sup> Sattler Date of Birth: 11-11-1995  
Address: 1208 Fox St. City: Chilton State: WI Zip: 53014  
Phone Number: 920-418-2196 Email Address: ChrisS@DVOIVE.com  
Relationship to Organization: Bear Fest Chair

### SECTION 2 – ORGANIZATION INFORMATION (INFORMATION ABOUT ORGANIZATION HAVING THE EVENT)

Organization's Name: Chilton Lions Club Nonprofit: Yes ☒ No ☐  
Address: 1226 Fox St. City: Chilton State: WI Zip: 53014  
Phone Number: 920-418-2196 Email/Website Address: N/A

### SECTION 3 – EVENT INFORMATION

Name of Event: Wisconsin Micro-Brewers Beer Fest

Location of Event: (Describe your event, purpose, activity, who can participate, whether the event has occurred before, etc.) ATTACH A DETAILED MAP/DIAGRAM OF YOUR EVENT (Google Maps). ALSO, INDICATE THE DIRECTION OF THE ROUTE, if any, INCLUDING ALL TURNS AND THE NUMBER OF TRAFFIC LANES TO BE USED.

Are sidewalks affected by the event? Yes ☐ No ☒

Date(s) of Event: May 21, 2023

Rain Date(s) of Event: —

Hours of Event: Start Time: 1 AM ☐ PM ☒ End Time: 6:00 AM ☐ PM ☒  
(Multiple Days) Start Time:     AM ☐ PM ☐ End Time:     AM ☐ PM ☐  
Start Time:     AM ☐ PM ☐ End Time:     AM ☐ PM ☐

Set Up Date: 5-21-2023 Set Up Time: 9:00 Am Tear Down Date: 5-21-23 Tear Down Time: 6:30 PM

Applicant/Organization is responsible for the entire clean up of the "diverted use" areas.

City of Chilton DPW Cleaning Fee - \$40.00 PER HOUR/PER EMPLOYEE

Anticipated Attendance: 1500-2000

Vehicles: 200-300

Vendors: 20



## SECTION 4 – RUN/WALK EVENTS

**Is your event a Run/Walk?** Yes ☐ No ☒ If no, continue to next section.

**If yes, runners/walkers will be participating at their own risk. Participants must use sidewalks when available and must obey all traffic laws. NOTE – USE OF SPRAY PAINT ON PAVEMENT IS NOT PERMITTED.**

## SECTION 5 – PARADES

**Is your event a Parade?** Yes ☐ No ☒ **If no, continue to next section.**

**Have you applied for permits through: DOT/State Highway Department:** Yes ☐ No ☐

**Calumet County Highway Department:** Yes ☐ No ☐

**Name of barricade company:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**How many barricades will be provided?** \_\_\_\_\_

**How many cones will be provided?** \_\_\_\_\_

**Who is responsible for placement of barricades/cones and reopening the street?** \_\_\_\_\_

## SECTION 6 – SECURITY REQUIREMENTS

**Will private security be needed for the event?** Yes ☒ No ☐

**\*\*NOTE – Events that require a liquor license with 100+ people must provide and pay for their own security.**

**If so, please provide the Security Company's information for the event:**

Company Name: City of Chilton

Security Contact: Chief Plehn

**Company Address:** \_\_\_\_\_

Phone: \_\_\_\_\_

**Provide copy of State Security License to the City of Chilton.**

**Provide signed security contract to the City of Chilton.**

**City of Chilton Police Security Fee - \$50.00 PER HOUR/PER EMPLOYEE**

② officers 3-7 pm

## SECTION 7 – TOILET FACILITIES

**What toilet facilities will be made available to your participants?** Indoors ☐ Outdoors ☒

**Special Events held in parks, in open spaces and on public roads may require portable restrooms. Guideline for the number of portable restrooms required is as follows (number of units required when no pumping service is provided. 50/50 Mix for Men and Women. One unit provides 200 uses):**

[illegible]

**SECTION 7 – TOILET FACILITIES CONTINUED**

Name of toilet facilities company, along with location and number of units for your event:

Company Name: C+R Pumps

Number of Units: 40

Location of Units: Multiple locations on grounds

**SECTION 8 – CITY ORDINANCE EXEMPTIONS**

Will alcoholic beverages be served/sold? Yes ☒ No ☐

Have you applied for a Temporary Class "B" License to serve alcohol? Yes ☒ No ☐ If not, contact City Clerk's Office for "Temporary Class B License".

Will there be drinking on public streets? Yes ☐ No ☒

**\*\*NOTE – Must make a request for City Ordinance Possession of Alcohol Beverages in Public Places Exemption (City Ordinance 7.06). Contact City Clerk at least 60 days prior to the event.**

**\*\*NOTE – Use of wristbands is required to identify people who are 21 and older (Wristbands are not provided by the City of Chilton). Contact the Chilton Police Department at (920) 849-4855 to review your plan to establish designated area for the consumption of the beverages.**

Will your event be having a band or amplified music? Yes ☒ No ☐

Will a loudspeaker or similar electric sound amplification system be used outdoors? Yes ☐ No ☒

If yes, what hours: until 6 PM

**\*\*NOTE – Must make a request for City Ordinance Loud Noise Exemption (City Ordinance 7.07). Contact City Clerk at least 60 days prior to the event.**

Will fireworks or pyrotechnic devices be used at the event? Yes ☐ No ☒

Fireworks Permit Obtained? Yes ☐ No ☐

**\*\*NOTE – Must make a request with the Fire Department. See next section "Applicant Responsibilities" for contact information.**

Will there be any animals present at the event? Yes ☐ No ☒ (Animals are not allowed in City Parks)

**\*\*NOTE – Must make a request for City Ordinance No Animal Permitted in Parks Exemption (City Ordinance 22.03(7)). Contact City Clerk at least 60 days prior to the event.**

**SECTION 9 –APPLICANT RESPONSIBILITIES**

**THE APPLICANT IS RESPONSIBLE FOR CONTACTING ALL NECESSARY CITY DEPARTMENTS AND FOR OBTAINING ALL NECESSARY RESERVATIONS, PERMITS, LICENSE AND VARIANCES**

**CALUMET COUNTY HEALTH DEPARTMENT – (920) 849-1432**

If food is being served or food trucks on premises? Yes ☒ No ☐

If yes, contact the above agency for permitting requirements and for safe food handling tips.

**CITY CLERK'S OFFICE - (920) 849-2451 EXT. 305**

Contact the above agency for Temporary Class "B" License in order to serve alcohol.

**FIRE DEPARTMENT – (920) 849-2451 EXT. 310**

If any fireworks or pyrotechnic devices are being used at the event, the Fire Department must be notified at the above listed number and a FIREWORKS PERMIT must be obtained from Department of Public Works Office.

Do you have a plan in place to deal with medical emergencies that may occur during the event? Yes ☐ No ☐

Fire Department personnel needed? Yes ☐ No ☒ Fire Department Personnel Fee \$25 PER HR/PER EMPLOYEE

First Responder personnel needed? Yes ☐ No ☒ First Responder Fee \$25 PER HR/PER EMPLOYEE

Fire Department Apparatus needed? Yes ☐ No ☒ Apparatus Fee \$250 PER HR/ONE HR. MINIMUM

Fire Department Ladder needed? Yes ☐ No ☒ Ladder Fee \$500 PER HR/ONE HR. MINIMUM

**DEPARTMENT OF PUBLIC WORKS – (920) 849-2451 EXT. 301**

Will your event be held in a City of Chilton park? Yes ☐ No ☒ If so, which one: \_\_\_\_\_

Have you reserved the park with City officials? Yes ☐ No ☐ If no, contact number listed above.

What park facilities will be needed (buildings, concession stand, ball diamonds, etc.): *None*  
*Reserves Hobart in addition*

Will clean up or street sweeping need to be completed by City of Chilton after event? Yes ☐ No ☒

City of Chilton Street Sweeper Fee - \$125.00 PER HOUR

Describe the placement of any structure(s) or facilities to be located in the diverted use areas: \_\_\_\_\_

To make arrangements to pick up the items yourselves, please contact Department of Public Works at (920) 849-2451 EXT. 311. All items must be picked up and returned weekdays between 7 a.m. and 2:30 p.m. It is unacceptable to drop off rental materials outside of return hours.

Picnic tables needed? Yes ☐ No ☒ Qty: \_\_\_\_\_ Garbage cans needed? Yes ☐ No ☒ Qty: \_\_\_\_\_

Will the City of Chilton need to provide any special electrical assistance or lighting? Yes ☐ No ☒



**POLICE DEPARTMENT – (920) 849-4855**

Do you require any special parking restrictions? Yes ☐ No ☒

If yes, what type of parking, when and where? \_\_\_\_\_

Parking on grassy areas of a park is not allowed without prior city approval. No heavy vehicles may be driven on grassy areas. Organization(s) will be responsible for the repair of any damaged ground, including, but not limited to vehicle rut repairs, damage to berms or turf. Damage repair will be billed on a cost recovery basis.

Do you need traffic control (Intersections)? Yes ☐ No ☒

City of Chilton Police Department Fee - \$50.00 PER HOUR/PER EMPLOYEE

Traffic Control/Intersection Plan given to Chilton Police Department.

Date of Traffic Control: \_\_\_\_\_ Start Time: \_\_\_\_\_ AM ☐ PM ☐ End Time: \_\_\_\_\_ AM ☐ PM ☐

Date of Traffic Control: \_\_\_\_\_ Start Time: \_\_\_\_\_ AM ☐ PM ☐ End Time: \_\_\_\_\_ AM ☐ PM ☐

**SECTION 10 – INCLUDE SUPPORTING DOCUMENTATION**

Map/Diagram of Event Yes ☒ No ☐

State Security License Yes ☐ No ☒

Signed Security Contract Yes ☐ No ☒

Alcohol License Yes ☒ No ☐

DOT/State Highway Permit

Yes ☐ No ☒

Calumet County Highway Dept. Permit

Yes ☐ No ☒

Fireworks Permit

Yes ☐ No ☒

Insurance Certificate

Yes ☒ No ☐

**LEGAL NOTICE/DISCLAIMER**

By signing below, I certify that I am at least 18 years of age and I understand the filing of this application does not ensure approval of a Special Event. I also understand that all Special Event organizers and participants must comply with all applicable City ordinances, traffic rules, park rules, state health laws, fire codes and liquor licensing regulations. Fees for park facilities, temporary beer/wine license, fireworks permit, and other necessary license and permits are in addition to the fees submitted for the Special Events Application. I further understand that an incomplete application may be cause for the denial of the event.

I, the applicant, on behalf of myself and the organization, if applicable, agree to indemnify, defend and hold harmless the City of Chilton and its officers, officials, employees and agents from and against any and all liability, loss, damage, expenses and costs, including attorney fees, arising out of the activities performed as described herein, caused in whole or in part by any negligent act or omission of the applicant/organization, anyone directly or indirectly employed by any of them or anyone whose acts any of them may be liable, except where caused by the sole negligence or willful misconduct of the city. Furthermore, the organization also agrees to pay for city services, which are typically for Police, Fire, Department of Public Works, and Emergency Medical Services as the City can make a determination of costs in a timely manner following an "accepted" complete application. City services and fees will be based on the number you provide in your application, along with the types of activities in your event which may or may not expose your attendees to risk.







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/16/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Family Insurance Center, LLC 105 Southside Shopping Center Chilton, WI 53014	<b>CONTACT NAME:</b> Amy Meyer	<b>FAX (A/C, No):</b> (920) 849-4158	
	<b>PHONE (A/C, No, Ext):</b> (920) 849-4534	<b>E-MAIL ADDRESS:</b> ameyer@familyinsctr.com	
<b>INSURED</b> Rowland's Calumet Brewing Co Inc 25 N Madison St Chilton, WI 53014	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Society Insurance		15261
	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			BP20013304	06/03/2022	06/03/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CA20013305	06/03/2022	06/03/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			UM20013307	06/03/2022	06/03/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC20013306	06/03/2022	06/03/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

Chilton Lions Club

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

Signature of Applicant: ASDate: 3-24-2023

FOR OFFICE USE ONLY																																																				
Representative	Approve	Deny	Date	Reason (If Denied)																																																
City Administrator	X		3/27/23	-																																																
Director of Public Works	X		3-27-23																																																	
Fire Chief																																																				
Police Chief	X		4-3-2023																																																	
City Council – Approval Ordinance Exemption																																																				
License Issue Date:			License Number:																																																	
Denial, date applicant was informed and provided a copy:																																																				
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# Application for Temporary Class "B" / "Class B" Retailer's License

COPY

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$ \_\_\_\_\_

Application Date: 03/24/2023

☐ Town ☐ Village ☒ City of Chilton

County of Calumet

The named organization applies for: (check appropriate box(es).)

☒ A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.

☐ A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 05/21/2023 and ending 05/21/2023 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

## 1. Organization (check appropriate box) →

- ☒ Bona fide Club ☐ Church ☐ Lodge/Society  
☐ Veteran's Organization ☐ Fair Association or Agricultural Society  
☐ Chamber of Commerce or similar Civic or Trade Organization organized under ch. 181, Wis. Stats.

(a) Name Chilton Lions Club

(b) Address 1226 Fox Steet, Chilton, WI 53014

(Street)

☐ Town ☐ Village ☐ City

(c) Date organized 03/13/1973

(d) If corporation, give date of incorporation 03/24/1986

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box: ☒

(f) Names and addresses of all officers:

President Rick Jaeckels, 401 Park Street, Chilton, WI 53014

Vice President Pat McGinnis, 1005 Hillside Lane, Chilton, WI 53014

Secretary Steve Mueller, 121 West Chestnut Street, Chilton, WI 53014

Treasurer Corey Brickl, 1226 Fox Street, Chilton, WI 53014

(g) Name and address of manager or person in charge of affair: Chris Sattler, 1208 Fox Street, Chilton, WI 53014  
and Pat Rowland, 126 Adams St, Chilton WI 53014

## 2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

(a) Street number 1015 Chestnut Street, Chilton, WI 53014

(b) Lot \_\_\_\_\_ Block \_\_\_\_\_

(c) Do premises occupy all or part of building? \_\_\_\_\_

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover: \_\_\_\_\_

## 3. Name of Event

(a) List name of the event Wisconsin Micro Brewers Beer Fest

(b) Dates of event 05/21/2023

## DECLARATION

An officer of the organization, declares under penalties of law that the information provided in this application is true and correct to the best of his/her knowledge and belief. Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

Officer GAD 3/24/23  
(Signature / Date)

ChiltonLionsClub  
(Name of Organization)

Date Filed with Clerk 3/24/2023

Date Reported to Council or Board \_\_\_\_\_

Date Granted by Council \_\_\_\_\_

License No. \_\_\_\_\_





For the City of Chilton OFFICE USE ONLY

License Fee Rec'd: \$

Received: RECEIVEDPaid/Refunded Date: FEB - 9 2023

Receipt Number: \_\_\_\_\_

Sent Applicant Copy:       **SPECIAL EVENT APPLICATION FORM****\$25 APPLICATION FEE**CITY OF CHILTON  
WISCONSIN

**NOTICE:** Applications will not be accepted until complete, **INCLUDING ALL SUPPORTING DOCUMENTATION** or it will be returned to the applicant. Applying for your special event does not guarantee the application will be approved. Application must be signed by the Applicant and returned to City of Chilton City Hall 42 School St., Chilton, WI **sixty (60) days prior to the "Special Event"**.

**SECTION 1 – APPLICANT INFORMATION (PERSON APPLYING TO HAVE SPECIAL EVENT/CONTACT PERSON)**

Name: Tammy Peterson Date of Birth: \_\_\_\_\_  
Address: PO Box 122 City: Chilton State: WI Zip: 53014  
Phone Number: 920-418-1650 Email Address: info@chiltonchamber.com  
Relationship to Organization: Admin Asst

**SECTION 2 – ORGANIZATION INFORMATION (INFORMATION ABOUT ORGANIZATION HAVING THE EVENT)**

Organization's Name: Chilton Chamber Nonprofit: Yes ☒ No ☐  
Address: PO Box 122 City: Chilton State: WI Zip: \_\_\_\_\_  
Phone Number: 418-1650 Email/Website Address: www.chiltonchamber.com

**SECTION 3 – EVENT INFORMATION**Name of Event: CSF Street Dance

Location of Event: (Describe your event, purpose, activity, who can participate, whether the event has occurred before, etc.) ATTACH A DETAILED MAP/DIAGRAM OF YOUR EVENT (Google Maps). ALSO, INDICATE THE DIRECTION OF THE ROUTE, if any, INCLUDING ALL TURNS AND THE NUMBER OF TRAFFIC LANES TO BE USED.

Are sidewalks affected by the event? Yes ☐ No ☒Parking Lot next to 410 WestDate(s) of Event: 6-17-23

Rain Date(s) of Event: \_\_\_\_\_

Hours of Event:

Start Time: 8 AM ☐ PM ☒End Time: 12 AM ☒ PM ☐

(Multiple Days)

Start Time: 12 AM ☐ PM ☒End Time: 12 AM ☒ PM ☐Start Time: \_\_\_\_\_ AM ☐ PM ☐End Time: \_\_\_\_\_ AM ☐ PM ☐Set Up Date: 6/15-16Set Up Time: 12 noonTear Down Date: midnight

Tear Down Time: \_\_\_\_\_

Applicant/Organization is responsible for the entire clean up of the "diverted use" areas.

City of Chilton DPW Cleaning Fee - \$40.00 PER HOUR/PER EMPLOYEE

Anticipated Attendance: 400Vehicles: 0Vendors: 0

#### SECTION 4 – RUN/WALK EVENTS

Is your event a Run/Walk? Yes ☐ No ☒ If no, continue to next section.

If yes, runners/walkers will be participating at their own risk. Participants must use sidewalks when available and must obey all traffic laws. NOTE – USE OF SPRAY PAINT ON PAVEMENT IS NOT PERMITTED.

#### SECTION 5 – PARADES

Is your event a Parade? Yes ☐ No ☒ If no, continue to next section.

Have you applied for permits through: DOT/State Highway Department: Yes ☐ No ☐

Calumet County Highway Department: Yes ☐ No ☐

Name of barricade company: \_\_\_\_\_

Phone: \_\_\_\_\_

How many barricades will be provided? \_\_\_\_\_

How many cones will be provided? \_\_\_\_\_

Who is responsible for placement of barricades/cones and reopening the street? \_\_\_\_\_

#### SECTION 6 – SECURITY REQUIREMENTS

Will private security be needed for the event? Yes ☒ No ☐

**\*\*NOTE – Events that require a liquor license with 100+ people must provide and pay for their own security.**

If so, please provide the Security Company's information for the event:

Company Name: CPD

Security Contact: \_\_\_\_\_

Company Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Provide copy of State Security License to the City of Chilton.

Provide signed security contract to the City of Chilton.

City of Chilton Police Security Fee - \$50.00 PER HOUR/PER EMPLOYEE

#### SECTION 7 – TOILET FACILITIES

What toilet facilities will be made available to your participants? Indoors ☐ Outdoors ☒

Special Events held in parks, in open spaces and on public roads may require portable restrooms. Guideline for the number of portable restrooms required is as follows (number of units required when no pumping service is provided. 50/50 Mix for Men and Women. One unit provides 200 uses):

Average Hours at the Event										
Average Crowd Size	1	2	3	4	5	6	7	8	9	10
500 or less people	2	2	4	4	5	6	8	8	8	10
1,000	4	6	8	8	9	9	11	12	13	13
2,000	5	6	9	12	14	16	18	20	23	25
3,000	6	9	12	16	20	24	26	30	34	38
4,000	8	13	16	22	25	30	35	40	45	50
5,000	12	15	20	25	31	38	44	50	56	63

**SECTION 7 – TOILET FACILITIES CONTINUED**

Name of toilet facilities company, along with location and number of units for your event:

Company Name: East Central Coin Number of Units: 2

Location of Units: west side of parking lot  
940 west indoor facility

**SECTION 8 – CITY ORDINANCE EXEMPTIONS**

Will alcoholic beverages be served/sold? Yes ☒ No ☐

Have you applied for a Temporary Class "B" License to serve alcohol? Yes ☒ No ☐ If not, contact City Clerk's Office for "Temporary Class B License".  
Jessica Davi

Will there be drinking on public streets? Yes ☐ No ☒

**\*\*NOTE – Must make a request for City Ordinance Possession of Alcohol Beverages in Public Places Exemption (City Ordinance 7.06). Contact City Clerk at least 60 days prior to the event.**

**\*\*NOTE – Use of wristbands is required to identify people who are 21 and older (Wristbands are not provided by the City of Chilton). Contact the Chilton Police Department at (920) 849-4855 to review your plan to establish designated area for the consumption of the beverages.**

Will your event be having a band or amplified music? Yes ☒ No ☐

Will a loudspeaker or similar electric sound amplification system be used outdoors? Yes ☒ No ☐

If yes, what hours: 6pm - midnight

**\*\*NOTE – Must make a request for City Ordinance Loud Noise Exemption (City Ordinance 7.07). Contact City Clerk at least 60 days prior to the event.**

Will fireworks or pyrotechnic devices be used at the event? Yes ☐ No ☒

Fireworks Permit Obtained? Yes ☐ No ☐

**\*\*NOTE – Must make a request with the Fire Department. See next section "Applicant Responsibilities" for contact information.**

Will there be any animals present at the event? Yes ☐ No ☒ (Animals are not allowed in City Parks)

**\*\*NOTE – Must make a request for City Ordinance No Animal Permitted in Parks Exemption (City Ordinance 22.03(7)). Contact City Clerk at least 60 days prior to the event.**

SECTION 9 - APPLICANT RESPONSIBILITIES

THE APPLICANT IS RESPONSIBLE FOR CONTACTING ALL NECESSARY CITY DEPARTMENTS AND FOR OBTAINING ALL NECESSARY RESERVATIONS, PERMITS, LICENSE AND VARIANCES

CALUMET COUNTY HEALTH DEPARTMENT - (920) 849-1432

If food is being served or food trucks on premises? Yes ☐ No ☒  
If yes, contact the above agency for permitting requirements and for safe food handling tips.

CITY CLERK'S OFFICE - (920) 849-2451 EXT. 305

Contact the above agency for Temporary Class "B" License in order to serve alcohol.

FIRE DEPARTMENT - (920) 849-2451 EXT. 310

If any fireworks or pyrotechnic devices are being used at the event, the Fire Department must be notified at the above listed number and a FIREWORKS PERMIT must be obtained from Department of Public Works Office.

Do you have a plan in place to deal with medical emergencies that may occur during the event? Yes ☐ No ☐

Fire Department personnel needed? Yes ☐ No ☒ Fire Department Personnel Fee \$25 PER HR/PER EMPLOYEE

First Responder personnel needed? Yes ☐ No ☒ First Responder Fee \$25 PER HR/PER EMPLOYEE

Fire Department Apparatus needed? Yes ☐ No ☒ Apparatus Fee \$250 PER HR/ONE HR. MINIMUM

Fire Department Ladder needed? Yes ☐ No ☒ Ladder Fee \$500 PER HR/ONE HR. MINIMUM

DEPARTMENT OF PUBLIC WORKS - (920) 849-2451 EXT. 301

Will your event be held in a City of Chilton park? Yes ☐ No ☒ If so, which one: \_\_\_\_\_

Have you reserved the park with City officials? Yes ☐ No ☒ If no, contact number listed above.

What park facilities will be needed (buildings, concession stand, ball diamonds, etc.): \_\_\_\_\_

Will clean up or street sweeping need to be completed by City of Chilton after event? Yes ☐ No ☒

City of Chilton Street Sweeper Fee - \$125.00 PER HOUR

Describe the placement of any structure(s) or facilities to be located in the diverted use areas:

*BAND on South end of Lot - Facing North*

To make arrangements to pick up the items yourselves, please contact Department of Public Works at (920) 849-2451 EXT. 311. All items must be picked up and returned weekdays between 7 a.m. and 2:30 p.m. It is unacceptable to drop off rental materials outside of return hours.

Picnic tables needed? Yes ☒ No ☐ Qty: *20* Garbage cans needed? Yes ☒ No ☐ Qty: *20*

Will the City of Chilton need to provide any special electrical assistance or lighting? Yes ☒ No ☐

*Barricades - fence*

- City to provide fencing.
- Chamber / Cheers to install Fence on Thu 6/15 or Fri 6/16.
- City to remove fence after event



Do you require any special parking restrictions? Yes ☐ No ☒

If yes, what type of parking, when and where?

*City to notify overnight parkers of no parking 6/15-6/17*

Parking on grassy areas of a park is not allowed without prior city approval. No heavy vehicles may be driven on grassy areas. Organization(s) will be responsible for the repair of any damaged ground, including, but not limited to vehicle rut repairs, damage to berms or turf. Damage repair will be billed on a cost recovery basis.

Do you need traffic control (Intersections)? Yes ☐ No ☒

City of Chilton Police Department Fee - \$50.00 PER HOUR/PER EMPLOYEE

Traffic Control/Intersection Plan given to Chilton Police Department.

Date of Traffic Control: \_\_\_\_\_ Start Time: \_\_\_\_\_ AM ☐ PM ☐ End Time: \_\_\_\_\_ AM ☐ PM ☐

Date of Traffic Control: \_\_\_\_\_ Start Time: \_\_\_\_\_ AM ☐ PM ☐ End Time: \_\_\_\_\_ AM ☐ PM ☐

**SECTION 10 – INCLUDE SUPPORTING DOCUMENTATION**

Map/Diagram of Event Yes ☐ No ☐

State Security License Yes ☐ No ☐

Signed Security Contract Yes ☐ No ☐

Alcohol License Yes ☐ No ☐

DOT/State Highway Permit

Calumet County Highway Dept. Permit

Fireworks Permit

Insurance Certificate

Yes ☐ No ☐

Yes ☐ No ☐

Yes ☐ No ☐

Yes ☐ No ☐

**LEGAL NOTICE/DISCLAIMER**

By signing below, I certify that I am at least 18 years of age and I understand the filing of this application does not ensure approval of a Special Event. I also understand that all Special Event organizers and participants must comply with all applicable City ordinances, traffic rules, park rules, state health laws, fire codes and liquor licensing regulations. Fees for park facilities, temporary beer/wine license, fireworks permit, and other necessary license and permits are in addition to the fees submitted for the Special Events Application. I further understand that an incomplete application may be cause for the denial of the event.

I, the applicant, on behalf of myself and the organization, if applicable, agree to indemnify, defend and hold harmless the City of Chilton and its officers, officials, employees and agents from and against any and all liability, loss, damage, expenses and costs, including attorney fees, arising out of the activities performed as described herein, caused in whole or in part by any negligent act or omission of the applicant/organization, anyone directly or indirectly employed by any of them or anyone whose acts any of them may be liable, except where caused by the sole negligence or willful misconduct of the city. Furthermore, the organization also agrees to pay for city services, which are typically for Police, Fire, Department of Public Works, and Emergency Medical Services as the City can make a determination of costs in a timely manner following an "accepted" complete application. City services and fees will be based on the number you provide in your application, along with the types of activities in your event which may or may not expose your attendees to risk.

Signature of Applicant: Tammy EmondDate: 2/11/23

for event question contact Jessica Davis @ 378-6001

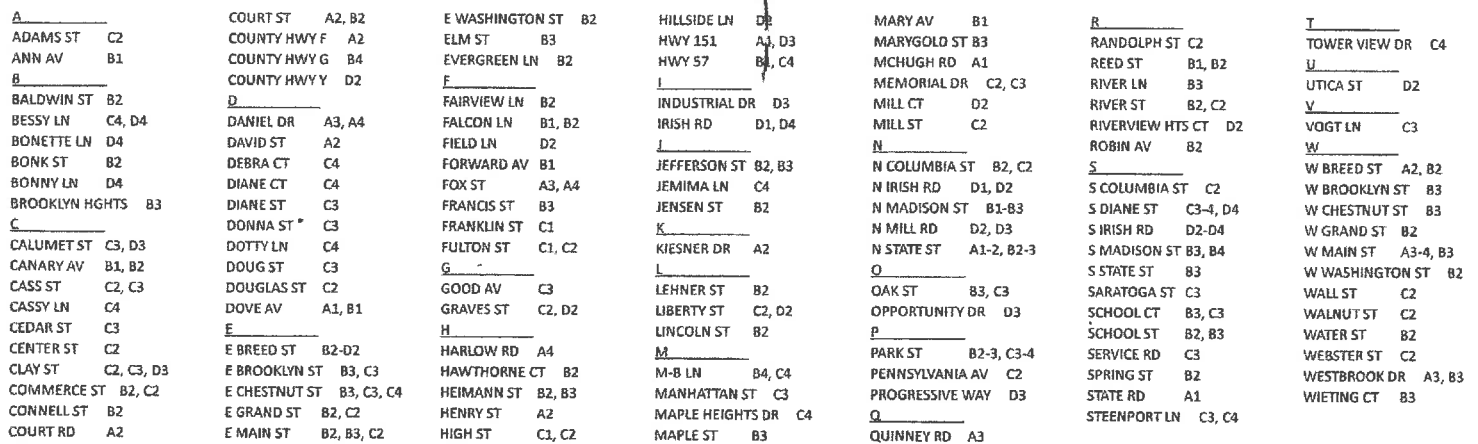
## FOR OFFICE USE ONLY

Representative	Approve	Deny	Date	Reason (If Denied)
City Administrator	<input checked="" type="checkbox"/>		2/9/23	-
Director of Public Works	<input checked="" type="checkbox"/>		4-11-23	
Fire Chief				
Police Chief	<input checked="" type="checkbox"/>		4-11-23	
City Council - Approval				
Ordinance Exemption				
License Issue Date:			License Number:	
Denial, date applicant was informed and provided a copy:				

FEES	Fee Schedule	Fees	Payment/Date
Application Fee \$25.00	\$25.00		<input type="checkbox"/> / / 20
DPW Cleaning Fee (\$40 PER HR/PER EMPLOYEE)	\$40 X ___ EMPL X ___ HRS		<input type="checkbox"/> / / 20
Police Security Fee (\$50 PER HR/PER EMPLOYEE)	\$50 X <u>2</u> EMPL X <u>4</u> HRS	\$400.00	<input type="checkbox"/> / / 20
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Ladder Fee (\$500 PER HR/ONE HOUR MINIMUM)	\$500 X ___ HRS		<input type="checkbox"/> / / 20
Street Sweeper (\$125 PER HR)	\$125 X ___ HRS		<input type="checkbox"/> / / 20
Damage to Grounds/Grassy Areas			<input type="checkbox"/> / / 20
Police Department Traffic Control (\$50 PER HR/PER EMPLOYEE)	\$50 X ___ EMPL X ___ HRS		<input type="checkbox"/> / / 20
Total Costs			<input type="checkbox"/> / / 20

\$400 Fee for Security to be Pd by Chandler - Tammy Emond.

\* IF DPW crews Pick up/or/Deliver Picnic Tables.  
LA Rate \$40 Per Guy/Per hour.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/17/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Sohrweide Insurance Agency, Inc. 17 E. Main St. P.O. Box 28 Chilton, WI 53014		<b>CONTACT NAME:</b> PHONE (A/C. No. EX): 920-849-4641 E-MAIL: ADDRESS: FAX (A/C. No.): 920-849-4540	
<b>INSURED</b> Chilton Chamber of Commerce P.O. Box 122 Chilton, WI 53014		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Encove Insurance INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Businessowners Policy GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			5000018340	12/02/2022	12/02/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LAB <input type="checkbox"/> EXCESS LAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			5000018342	12/02/2022	12/02/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured: City of Chilton

## CERTIFICATE HOLDER

## CANCELLATION

City of Chilton 42 School St. Chilton, WI 53014	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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## David DeTroye

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**From:** Chilton Chamber <info@chiltonchamber.com>  
**Sent:** Thursday, April 6, 2023 1:52 PM  
**To:** David DeTroye  
**Cc:** jerry@chiltonfurniture.biz  
**Subject:** Street Dance

Dave—please proceed with the paperwork for the street dance as submitted.

Bob Cullen will take care of set up and tear down. He said he has worked something out with the city.

The chamber will pay for security. Did you have a chance to speak with Craig about one officer verses two?

The chamber will take care of the wristbands at both entrances.

The city will notify those that utilize the lot overnight of no parking.

Please let me know if you have anything else needs to be addressed.

*Tammy Pethan*

Administrative Assistant  
Chilton Chamber of Commerce  
PO Box 122  
Chilton, WI 53014  
920/418-1650  
[info@chiltonchamber.com](mailto:info@chiltonchamber.com)  
[www.chiltonchamber.com](http://www.chiltonchamber.com)

## David DeTroye

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**From:** Chilton Chamber <info@chiltonchamber.com>  
**Sent:** Tuesday, February 14, 2023 6:21 PM  
**To:** David DeTroye  
**Subject:** RE: Street Dance

Dave—

I will have to verify with Bob Cullen, but I would think he would not be in favor of this.

We've never been charged before for the DPW drop offs, etc.

I will get back to you.

I might have to bring this to the chamber board next week as well.  
Please hold our request until further notice.

*Tammy Pethan*

Administrative Assistant  
Chilton Chamber of Commerce  
PO Box 122  
Chilton, WI 53014  
920/418-1650  
[info@chiltonchamber.com](mailto:info@chiltonchamber.com)  
[www.chiltonchamber.com](http://www.chiltonchamber.com)

---

**From:** David DeTroye <ddetroye@chiltonwi.gov>  
**Sent:** Monday, February 13, 2023 3:34 PM  
**To:** Chilton Chamber of Commerce <info@chiltonchamber.com>  
**Cc:** Chris Marx <cmarx@chiltonwi.gov>; Craig Plehn <cplehn@chiltonwi.gov>; Mayor Thomas Reinl <treinl@chiltonwi.gov>  
**Subject:** Street Dance

Tammy

The city started the review process of the street dance permit application, and a few questions arose. Would like input prior to taking the permits to council for consideration.

It was noted on the application that security was to be supplied by CPD. Just confirming that expense would be \$50 per hour per officer. Chief Plehn suggested two officers for 400 people. That would be a total expense to the chamber of \$400.00.

DPW Marx also made note that manpower would be needed to accommodate the delivery and return of 20 picnic tables. He also said additional manpower would be needed the morning after the event to clear the fence prior to the parade to facilitate parking. All told he suggested two crew members would each amass 3 hours of time at \$40 per hour. Thus an additional \$240.00 of expense would be accrued from the DPW department. Additional fees would/could apply if cleaning is needed or any damages occur from the event. We just want to make sure the chamber is aware of the pending \$640.00 of charges that are anticipated prior to moving forward with permission for the event.

Dave

## David DeTroye

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**From:** David DeTroye  
**Sent:** Tuesday, March 14, 2023 3:35 PM  
**To:** Chilton Chamber  
**Cc:** Mayor Thomas Reinl  
**Subject:** RE: Parade & Street Dance

Tammy  
It's on the calendar. See you then.  
Dave

---

**From:** Chilton Chamber <[info@chiltonchamber.com](mailto:info@chiltonchamber.com)>  
**Sent:** Monday, March 13, 2023 6:20 PM  
**To:** David DeTroye <[ddetroye@chiltonwi.gov](mailto:ddetroye@chiltonwi.gov)>  
**Subject:** RE: Parade & Street Dance

How does Monday March 20 at 8:30 AM work?

*Tammy Pethan*

Administrative Assistant  
Chilton Chamber of Commerce  
PO Box 122  
Chilton, WI 53014  
920/418-1650  
[info@chiltonchamber.com](mailto:info@chiltonchamber.com)  
[www.chiltonchamber.com](http://www.chiltonchamber.com)

---

**From:** David DeTroye <[ddetroye@chiltonwi.gov](mailto:ddetroye@chiltonwi.gov)>  
**Sent:** Monday, March 13, 2023 8:16 AM  
**To:** Chilton Chamber <[info@chiltonchamber.com](mailto:info@chiltonchamber.com)>  
**Cc:** Mayor Thomas Reinl <[treinl@chiltonwi.gov](mailto:treinl@chiltonwi.gov)>  
**Subject:** RE: Parade & Street Dance

Tammy  
The mayor has regular hours on Monday and Wednesday mornings and Tuesday afternoons. I will hold all permits until I hear from the chamber regarding.  
Dave

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**From:** Chilton Chamber <[info@chiltonchamber.com](mailto:info@chiltonchamber.com)>  
**Sent:** Saturday, March 11, 2023 9:37 AM  
**To:** David DeTroye <[ddetroye@chiltonwi.gov](mailto:ddetroye@chiltonwi.gov)>  
**Subject:** RE: Parade & Street Dance

Nothing yet. Bob was trying to contact the Mayor.  
I think we would like to meet to discuss this with you and Tom.

We have some questions.

*Tammy Pethan*

Administrative Assistant  
Chilton Chamber of Commerce  
PO Box 122  
Chilton, WI 53014  
920/418-1650  
[info@chiltonchamber.com](mailto:info@chiltonchamber.com)  
[www.chiltonchamber.com](http://www.chiltonchamber.com)

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**From:** David DeTroye <[ddetroye@chiltonwi.gov](mailto:ddetroye@chiltonwi.gov)>  
**Sent:** Friday, March 10, 2023 11:47 AM  
**To:** Chilton Chamber of Commerce <[info@chiltonchamber.com](mailto:info@chiltonchamber.com)>  
**Cc:** Mayor Thomas Reinl <[treinl@chiltonwi.gov](mailto:treinl@chiltonwi.gov)>  
**Subject:** Parade & Street Dance

Tammy

Checking in. Any action/input from Bob Cullen or the Chamber Board regarding the Street Dance charges as proposed by the city? Working on council agenda and both of the permits are still pending approval.  
Dave



**David DeTroye**  
**City Administrator/Clerk/Treasurer**  
**(920) 849 2451 office**  
**(920) 946 9945 mobile**



## Application for Temporary Class "B" / "Class B" Retailer's License

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$ \_\_\_\_\_

Application Date: 02/01/2023

☐ Town ☐ Village ☒ City of Chilton

County of Calumet

The named organization applies for: (check appropriate box(es).)

☒ A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.

☐ A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 06/16/2023 and ending 06/17/2023 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

### 1. Organization (check appropriate box) →

- ☐ Bona fide Club ☐ Church ☐ Lodge/Society  
☐ Veteran's Organization ☐ Fair Association or Agricultural Society  
☒ Chamber of Commerce or similar Civic or Trade Organization organized under ch. 181, Wis. Stats.

(a) Name Chilton Chamber of Commerce

(b) Address PO Box 122 Chilton, WI 53014

(Street)

☐ Town ☐ Village ☒ City

(c) Date organized 01/01/1949

(d) If corporation, give date of incorporation 01/01/1949

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box: ☐

(f) Names and addresses of all officers:

President Jerry Mallmann 100 Southside Shopping Center, Chilton

Vice President Sue Kaphingst 530 West Main St. Chilton

Secretary Tammy Pethan 436 Jensen St. Chilton

Treasurer Candy Chaussee 638 North Madison St. Chilton

(g) Name and address of manager or person in charge of affair: Jessica Daul/bobCullen/DJPayne 26 North State St. Chilton,

### 2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

(a) Street number Parking Lot east of 40 West

(b) Lot \_\_\_\_\_ Block West Main St.

(c) Do premises occupy all or part of building? No

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover: \_\_\_\_\_

### 3. Name of Event

(a) List name of the event Street Dance

(b) Dates of event 06/17/2023

### DECLARATION

An officer of the organization, declares under penalties of law that the information provided in this application is true and correct to the best of his/her knowledge and belief. Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

Officer Tammy Pethan 2/1/2023

(Signature / Date)

Chilton Chamber of Commerce

(Name of Organization)

Date Filed with Clerk \_\_\_\_\_

Date Reported to Council or Board \_\_\_\_\_

Date Granted by Council \_\_\_\_\_

License No. \_\_\_\_\_

4/13/2023

**Quotes for Snow Plow and Lift Gate Purchase**

The following quotes were received:

<b>Kraus Snowplows &amp; Equipment <i>New Holstein, WI</i></b>	<b>Monroe Truck Equipment <i>DePere, WI</i></b>	<b>Kraus Snowplows &amp; Equipment <i>New Holstein, WI</i></b>	<b>Monroe Truck Equipment <i>DePere, WI</i></b>
<b>Boss 8' 2" Steel V-DXT Installed</b>	<b>Boss 8' 2" Steel V-DXT Installed</b>	<b>Tommy Gate Steel Lift Installed</b>	<b>Tommy Gate Steel Lift Installed</b>
<b><i>Including Boss Cutting Edge</i></b>	<b><i>Including Boss Cutting Edge</i></b>	<b><i>Including LED Lights and Back-Up Camera</i></b>	<b><i>Including LED Lights and Back-Up Camera</i></b>
<b>\$10,060.00</b>	<b>\$10,834.00</b>	<b>\$4,750.00</b>	<b>\$5,070.00</b>

I recommend accepting the quotes from Kraus Snowplows & Equipment in the amount of \$10,060.00 for the snowplow and \$4,750.00 for the lift gate.

*Chris Marx*

Director of Public Works

**Kraus Snowplows  
and Equipment**W 211 Kiel Rd.  
New Holstein, WI 53061Phone: 920-894-2488  
Fax: 920-894-4699  
plowman53061@yahoo.com  
www.kraussnowplow.com**ESTIMATE**

Date	Estimate #
03/31/2023	319

Name / Address	
City of Chilton 42 School St. Chilton, WI 53014	
Customer Phone	849-2451

Qty	Item	Description	Price	Total
1	HINIKER FLARE 86	8' 6" HINIKER FLARE-TOP 9385, INSTALLED	8,600.00	8,600.00T
1	SHOE KIT	SHOE KIT	220.00	220.00T
1	DEFLECTOR	DEFLECTOR	200.00	200.00T
1	HINIKER CUTTING EDGE	HINIKER 8'6 CUTTING EDGE	520.00	520.00T
		SUBTOTAL		9,540.00
1	BOSS VDXT 82	8' 2" BOSS STEEL V-DXT, INSTALLED	9,000.00	9,000.00T
1	DEFLECTOR	DEFLECTOR	320.00	320.00T
4	SHOES	SHOES	55.00	220.00T
1	BOSS CUTTING EDGE	BOSS CUTTING EDGE	520.00	520.00T
		SUBTOTAL		10,060.00
1	KAGE PLOW	9' KAGE PLOW FOR SKIDLOADER	7,500.00	7,500.00T
1	TOMMY GATE	TOMMY GATE LIFT, INSTALLED	4,250.00	4,250.00T
1	LIGHT	BACKUP CAMERA AND LED LIGHTS	500.00	500.00T
		2022 DODGE TRADESMAN 2500		
			Subtotal	\$31,850.00
			Sales Tax (0.0%)	\$0.00
			<b>Total</b>	<b>\$31,850.00</b>



1151 W Main Avenue  
DePere, WI 54115  
Sales Rep: Troy Redfearn  
Ph: (920) 360-4446  
www.MonroeTruck.com

J.O. #

Quotation ID: 2MAW003534

Date: 3/28/2023

Valid thru: 4/27/2023

Terms: NET 30

Quoted by: Mark Woelfel

Ph/Fax: 920-347-4181 / 920-336-8118

Quoted to:

CHILTON, CITY OF (ATTN: )

42 SCHOOL ST

CHILTON, WI 53014

Ph: 920-849-2451 / Fax: 920-849-2025

Email:

Chassis Information

Year: 2022	Make: RAM	Model: RAM 2500	Chassis Color:	Cab Type: REGULAR
Single/Dual: SRW	CA: 57.0	CT: -1.0	Wheelbase: 141.0	Engine: GAS
			F.O. Number #:	Vin:

Notes:

Monroe Truck Equipment, Inc. is pleased to offer the following quote for your review:

Description	Amount
-------------	--------

BOSS 8'2" STEEL V-DXT PLOW

\$9,947.00

- SMARTHITCH 2

- SMARTTOUCH 2 CONTROLLER

- SL3 L.E.D. LIGHTING W/ ICE SHIELD TECHNOLOGY

- SMARTSHIELD

- SMARTLOCK CYLINDERS

- ENCLOSED HIGH-PERFORMANCE HYDRAULIC PACKAGE

- CHAINLESS HYDRAULIC CYLINDER LIFTING SYSTEM

- DUAL TRIP DESIGN

- REINFORCED MOLDBOARD WITH FLARED WINGS

- HEAVY-DUTY PUSH FRAME

- INSTALLED

- TWO-YEAR LIMITED WARRANTY

\* BOSS RUBBER SNOW DEFLECTOR, INSTALLED

\* MTE MUST VERIFY FGAWR PRIOR TO INSTALLATION

\* TRIMMING / REMOVAL OF FRONT VALANCE / BUMPER WILL BE REQUIRED FOR PROPER INSTALLATION

TOMMY GATE, STEEL TP, TWO-PIECE, G2 SERIES LIFTGATE (G2-60-1542 TP38)

\$5,070.00

- LOAD AREA: 55" WIDTH X 38" DEPTH W/ 4" TAPER

- 1,500 LB RATED LOAD CAPACITY

- ENCLOSED HYDRAULIC SYSTEM

- MOISTURE RESISTANT TOGGLE SWITCH

- 150 AMP CIRCUIT BREAKER

- 90 SECOND DEACTIVATION TIMER (HELPS PREVENT UNAUTHORIZED USE)

- PRESSURE RELIEF VALVE (PREVENTS OPERATOR FROM OVERLOADING THE PLATFORM)

LIGHT KIT: L.E.D. STOP/TURN/TAIL & BACK-UP (RECOMMENDED)

\*\*\*In compliance with FMVSS 108 & FMCSA (DOT) 393.25 regulations Monroe Truck Equipment recommends a rearview

light kit on all pickup/lift gate & service body/lift gate applications as the lift gate blocks O.E.M. rearview lighting.

REMOVE FACTORY BACKUP CAMERA FROM PU BOX TAILGATE HANDLE & REINSTALL ON BACK OF LIFT GATE

Quote Total: \$15,017.00

**\*\* DUE TO CURRENT MARKET CONDITIONS, IF THE CHASSIS WILL NOT BE ON-GROUND AT MONROE TRUCK EQUIPMENT WITHIN 240 CALENDAR DAYS OF ORDER DATE, WE WILL REQUIRE A MINIMUM 50% DOWN PAYMENT BEFORE THE 210<sup>TH</sup> DAY. IF YOU ARE NOT ABLE TO PROVIDE A DOWN PAYMENT, YOUR MUNICIPALITY COULD BE SUBJECT TO A MINIMUM OF 3% - 5% PRICE INCREASE ON BID PRICE AT TIME OF INVOICE!**

Down Payment Due Date: \_\_\_\_\_

Additional Options:

Description	Amount	Add to quote?
HIGH PERFORMANCE POWER-V CUTTING EDGE & BOLT KIT, INSTALLED	\$687.00	Yes / No
(4) CAST-IRON PLOW SHOES, INSTALLED	\$200.00	Yes / No





Description	Amount	Add to quote?
MTE TO PICK UP AND DELIVER TRUCK FOR INSTALLATION	\$275.00	Yes / No
2" RECEIVER TUBE, CLASS 5 HITCH W/ 17,000 WEIGHT CARRYING CAPACITY ***IN LIEU OF OEM HITCH - IF OEM HITCH DOES NOT WORK W/ LIFTGATE INSTALL	\$757.00	Yes / No

#### Terms & Conditions

- Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.
- Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis.
- State and Federal taxes will be added where applicable. **Out-of-state municipal entities may be subject to Wisconsin sales tax.**
- Restocking fees may be applicable for cancelled orders.
- MTE is not responsible or liable for equipment that does not meet local/state regulations if those laws are not made known at time of order.

By signing and accepting this quote, the customer agrees to the terms listed above and has confirmed that all chassis information listed above is accurate to chassis specs.

Re-Assign (Required for all pool units): <input type="checkbox"/> Fleet <input type="checkbox"/> Retail	MSO/MCO (ONLY check if legally required): <input type="checkbox"/> MCO <input type="checkbox"/> MSO	
Customer Signature:	Customer P.O. Number:	Date of Acceptance:

	2019 BUDGET	2019 ACTUAL	2020 BUDGET	2020 ACTUAL	2021 BUDGET	2021 AC TUAL	2022 BUDGET	2022 ESTIMATED	2023 BUDGET	2023 Operating	2023 Outlay
53102 ADMINISTRATION	64,265	72,485	64,265	63,493	70,959	61,750	70,285	68,392	80,677	80,677	
53301 STREET MAINTENANCE	122,100	160,046	148,084	33,530	179,300	135,154	30,010	35,846	35,335	35,335	
53310 STREET CONSTRUCTION	50,000	5,395	800,000	793,216	355,000	344,148	75,000	11,200	1,521,750	1,521,750	A
53302 STREET CLEANING	9,023	9,162	9,023	7,778	9,176	6,651	8,300	7,775	8,592	8,592	
53303 SNOW & ICE	96,968	112,889	98,307	80,935	105,249	74,878	95,860	87,424	97,305	97,305	
53305 STREET SIGNS	22,148	24,069	15,148	17,427	16,848	26,508	49,257	55,940	18,116	18,116	
53431 SIDEWALKS/CURBING	10,000	14,868	15,000	14,492	15,000	220	15,000	41,730	25,000	25,000	B
53440 STORM SEWERS	15,000	19,836	15,000	16,319	15,000	10,007	16,500	10,702	46,529	46,529	C
53420 STREET LIGHTING	106,012	94,360	103,112	117,208	103,112	101,937	103,112	110,049	108,712	108,712	
53240 STREET MACHINERY	571,918	472,544	176,918	88,818	212,646	124,268	219,461	115,169	190,576	90,089	D
53230 STREET BUILDINGS	40,223	35,165	40,223	34,079	38,503	29,994	35,618	35,981	36,515	36,515	
53446 PITS & QUARRIES	2,000	1,068	2,000			123		1,633	500	500	
<b>TOTAL</b>	<b>1,109,657</b>	<b>1,021,888</b>	<b>1,487,080</b>	<b>1,267,296</b>	<b>1,120,793</b>	<b>915,636</b>	<b>718,403</b>	<b>581,841</b>	<b>2,169,607</b>	<b>475,841</b>	<b>1,693,766</b>
Non-lapsing Funds Used	(420,577)	(420,577)	(205,000)	(205,000)	(461,605)	(461,605)	(85,000)	(85,000)	(1,500,000)	(1,500,000)	
Wheel Tax Revenue											
Applied Borrowed Funds											
Amount Needed to Levy	<b>689,080</b>	<b>601,311</b>	<b>682,080</b>	<b>462,296</b>	<b>659,188</b>	<b>454,031</b>	<b>633,403</b>	<b>496,841</b>	<b>689,607</b>	<b>475,841</b>	<b>193,766</b>
<b>2023 Capital</b>											
<b>A East Main Reconstruction</b>											
Mill Street	\$ 1,350,000.00										
City G Parking Lanes	\$ 150,000.00						1,500,000				
	\$ 21,750.00										
	<b>\$ 1,521,750.00</b>										
<b>B City Wide Sidewalk/Curbing-3yr cycle</b>	\$ 25,000.00										
<b>C Catch Basin repair/cleaning</b>	\$ 20,000.00										
GIS Updates (Storm Sewer)	\$ 5,000.00										
Reed Street-Chillington Meadows	\$ 21,529.00										
	\$ 46,529.00										
<b>D Replace #03 3/4 Ton Pickup</b>	\$ 60,487.00										
Tractor/Flail Mower	\$ 40,000.00										
	\$ 100,487.00										

\* Utilize remaining balance after Truck Purchase + proceeds from sale of 2010 to cover costs of Plow + Lights

Chris Marx, DPW  
City of Chilton  
42 School Street  
Chilton, WI 53014

Date: April 11, 2023

McM. No. M0032-09-99-00012

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**PROJECT DESCRIPTION:**

The City of Chilton would like to advance their existing GIS system. McMahon Associates, Inc. will be working with City staff to migrate their GIS to the ArcGIS On-Line platform (AGOL). This platform will allow for users to view and manage GIS information via web-based applications. The data, upon update, is "live" for all users to interact with. McMahon Associates, Inc. will assist the City with setting up their Organizational AGOL account, migrate their existing GIS databases to AGOL, create maps and apps for specific user groups and provide support/training. The Scope of Services listed below are items identified in scoping meeting as desired for the GIS. McMahon Associates, Inc. and City staff will coordinate and prioritize these items and work will be completed on a Time and Materials basis based on this priority and availability of funds.

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**SCOPE OF SERVICES:**

McMahon Associates, Inc. agrees to provide the following Scope of Services for this project:

- Evaluate existing GIS database set-up with City staff to determine if data currently being captured is appropriate/sufficient for desired workflows.
- Migration of existing GIS database to City of Chilton AGOL Organizational Account.
- Integrate new tree data (captured in 2022) to allow for access/additional data capture from AGOL.
- Create maps/apps based on user needs. Some to include the ability to edit and track asset maintenance/condition.
- Set-up AGOL user accounts per staff direction, i.e., utility accounts (view and edit).
- Publish existing GIS data layers (wetlands, floodplain, contours, parcels, other layers based on availability from county).
- Provide training/as needed support (10 hours).

Items Not Included in the Scope of Services:

The following is not intended to be a comprehensive list. It is intended to highlight general areas not included in the Scope of Services.

- Field location of any assets.
- Purchase of ArcGIS Online Annual Subscriptions.
  - ▶ \$550 for one 'creator' license (required to activate subscription and administer members/content).
  - ▶ \$385 per 'mobile worker' license (editing capability on mobile devices).
  - ▶ \$110 per 'viewer' license.
- Purchase of additional software/hardware.
- Future annual GIS services to incorporate new data, create new applications, etc.
- Migration of the Hillside Cemetery data.

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**SPECIAL TERMS:** (Refer Also to General Terms & Conditions - Attached)

The Scope of Services and fee is based upon the understanding that the Owner will provide the following:

- Access to ESRI administrative user account.
- Availability of staff for training/testing.
- Access to current databases, spreadsheet, documents and other GIS related information as needed.

The City of Chilton agrees that the Project Description, Scope of Services and Compensation sections contained in this Agreement, pertaining to this project or any addendum thereto, are considered confidential and proprietary, and shall not be released or otherwise made available to any third party, prior to the execution of this Agreement, without the expressed written consent of McMahon Associates, Inc.

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**COMPENSATION:** (Does Not Include Permit or Approval Fees)

McMahon Associates, Inc. agrees to provide the Scope of Services described above for the following compensation:

- Rates Per Attached Fee Schedule | Time & Expense
  - ▶ Water Distribution System .....\$2,000
  - ▶ Sanitary Sewer System .....\$2,000
  - ▶ Stormwater System .....\$1,600
  - ▶ Street Lighting & Signs .....\$1,000
  - ▶ Trees .....\$1,200
  - ▶ Training .....\$1,300

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**COMPLETION SCHEDULE:**

McMahon Associates, Inc. agrees to complete this project as follows:

- 2023 Calendar Year

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**ACCEPTANCE:**

The General Terms & Conditions and The Scope of Services (Defined in the Above Agreement) Are Accepted, and McMahon Associates, Inc. Is Hereby Authorized to Proceed with the Services.

*The Agreement Fee Is Firm for Acceptance Within Sixty (60) Days from Date of this Agreement.*

---

**CITY OF CHILTON**  
**Wisconsin**

By: \_\_\_\_\_

\_\_\_\_\_  
(Authorized Signature)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**McMAHON ASSOCIATES, INC.**  
**Neenah, Wisconsin**

By: \_\_\_\_\_

  
Sam J. Pociask

Title: Associate / Sr. GIS Analyst

Date: April 11, 2023

*Please Return One Copy For Our Records*

Street Address: 1445 McMAHON DRIVE - NEENAH, WI 54956  
Mailing Address: P.O. Box 1025 - NEENAH, WI 54957-1025  
PH 920-751-4200 ■ FX 920-751-4284 ■ WWW.MCMGRP.COM





# McMAHON ASSOCIATES, INC. GENERAL TERMS & CONDITIONS

1. McMAHON ASSOCIATES, INC. (hereinafter referred to as 'McMAHON') will bill the Owner monthly with net payment due in 30-days. Past due balances shall be subject to a service charge at a rate of 1.0% per month. In addition, McMAHON may, after giving 48-hours notice, suspend service under any Agreement until the Owner has paid in full all amounts due for services rendered and expenses incurred. These expenses include service charges on past due invoices, collection agency fees and attorney fees incurred by McMAHON to collect all monies due McMAHON. McMAHON and Owner hereby acknowledge that McMAHON has and may exercise lien rights on subject property.
2. The stated fees and Scope of Services constitute our best estimate of the fees and tasks required to perform the services as defined. This Agreement, upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development services, activities often cannot be fully defined during initial planning. As the project progresses, facts uncovered may reveal a change in direction, which may alter the Scope. McMAHON will promptly inform the Owner in writing of such situations so changes in this Agreement can be negotiated, as required.
3. The stipulated fee is firm for acceptance by the Owner for 60-days from date of Agreement publication.
4. Costs and schedule commitments shall be subject to re-negotiation for delays caused by the Owner's failure to provide specified facilities or information, or for delays caused by unpredictable occurrences, including without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdowns, infectious diseases, acts of God or the public enemy, or acts or regulations of any governmental agency. Temporary delay of services caused by any of the above, which results in additional costs beyond those outlined, may require re-negotiation of this Agreement.
5. Reimbursable expenses incurred by McMAHON in the interest of the project including, but not limited to, equipment rental will be billed to the Owner at cost plus 10% and sub-consultants at cost plus 12%. When McMAHON, subsequent to execution of an Agreement, finds that specialized equipment must be purchased to provide special services, the cost of such equipment will be added to the agreed fee for professional services only after the Owner has been notified and agrees to these costs.
6. McMAHON will maintain insurance coverage in the following amounts:
 

Worker's Compensation .....	Statutory
General Liability	
Bodily Injury - Per Incident / Annual Aggregate.....	\$1,000,000 / \$2,000,000
Automobile Liability	
Bodily Injury .....	\$1,000,000
Property Damage .....	\$1,000,000
Professional Liability Coverage .....	\$2,000,000

If the Owner requires coverage or limits in addition to the above stated amounts, premiums for additional insurance shall be paid by the Owner. McMAHON's liability to Owner for any indemnity commitments, reimbursement of legal fees, or for any damages arising in any way out of performance of our contract is limited to ten (10) times McMAHON's fee not to exceed to \$500,000.
7. The Owner agrees to provide such legal, accounting and insurance counseling services as may be required for the project for the Owner's purpose. All unresolved claims, disputes and other matters in question between the Owner and McMAHON shall be submitted to mediation, if an agreement cannot be reached by Owner and McMAHON.
8. Termination of this Agreement by the Owner or McMAHON shall be effective upon 7-days written notice to the other party. The written notice shall include the reasons and details for termination; payment is due as stated in paragraph 1. If the Owner defaults in any of the Agreements entered into between McMAHON and the Owner, or if the Owner fails to carry out any of the duties contained in these terms and conditions, McMAHON may, upon 7-days written notice, suspend its services without further obligation or liability to the Owner unless, within such 7-day period, the Owner remedies such violation to the reasonable satisfaction of McMAHON.
9. Re-use of any documents or AutoCAD representations pertaining to this project by the Owner for extensions of this project or on any other project shall be at the Owner's risk and the Owner agrees to defend, indemnify and hold harmless McMAHON from all claims, damages and expenses, including attorneys' fees arising out of such re-use of the documents or AutoCAD representations by the Owner or by others acting through the Owner.
10. Purchase Orders - In the event the Owner issues a purchase order or other instrument related to the Engineer's services, it is understood and agreed that such document is for Owner's internal accounting purposes only and shall in no way modify, add to or delete any of the terms and conditions of this Agreement. If the Owner does issue a purchase order, or other similar instrument, it is understood and agreed that the Engineer shall indicate the purchase order number on the invoice(s) sent to the Owner.
11. McMAHON will provide all services in accordance with generally accepted professional practices. McMAHON will not provide or offer to provide services inconsistent with or contrary to such practices nor make any other warranty or guarantee, expressed or implied, nor to have any Agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, McMAHON will not accept those terms and conditions offered by the Owner in its purchase order, requisition or notice of authorization to proceed, except as set forth herein or expressly accepted in writing. Written acknowledgment of receipt, or the actual performance of services subsequent to receipt, of any such purchase order, requisition or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.
12. McMAHON intends to serve as the Owner's professional representative for those services, as defined in this Agreement, and to provide advice and consultation to the Owner as a professional. Any opinions of probable project costs, approvals and other decisions made by McMAHON for the Owner are rendered on the basis of experience and qualifications and represent our professional judgment. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action, in favor of a third party against either the Architect or McMAHON.
13. This Agreement shall not be construed as giving McMAHON the responsibility or authority to direct or supervise construction means, methods, techniques, sequence or procedures of construction selected by Contractors or Subcontractors, or the safety precautions and programs incident to the work of the Contractors or Subcontractors.
14. The Owner shall be responsible for maintenance of the structure, or portions of the structure, which have been completed and have been accepted for its intended use by the Owner. All structures are subject to wear and tear, and environmental and man-made exposures. As a result, all structures require regular and frequent monitoring and maintenance to prevent damage and deterioration. Such monitoring and maintenance is the sole responsibility of the Owner. McMAHON shall have no responsibility for such issues or resulting damages.



## FEE SCHEDULE | 2023

McMahon Associates, Inc.

Effective: 01/01/2023

This Fee Schedule is subject to revisions due to labor rate adjustments and interim staff or corporate changes.

### NEENAH, WISCONSIN CORPORATE HEADQUARTERS

Street Address:  
1445 McMAHON DRIVE  
NEENAH, WI 54956

Mailing Address:  
P.O. BOX 1025  
NEENAH, WI 54957-1025  
Ph 920.751.4200 | Fax 920.751.4284  
Email: MCM@MCMGRP.COM  
Web: WWW.MCMGRP.COM

1700 HUTCHINS ROAD  
MACHESNEY PARK, IL 61115  
Ph 815.636.9590 | Fax 815.636.9591  
Email: MCMAHON@MCMGRP.NET  
Web: WWW.MCMGRP.COM

952 SOUTH STATE ROAD 2  
VALPARAISO, IN 46385  
Ph 219.462.7743 | Fax 219.464.8248  
Email: MCM@MCMGRP-IN.COM  
Web: WWW.MCMGRP.COM

LABOR CLASSIFICATION	HOURLY RATE
Principal	\$196.00
Senior Project Manager	\$196.00
Project Manager	\$139.00 - \$182.00
Senior Engineer	\$173.00 - \$186.00
Engineer	\$93.00 - \$164.00
Senior Engineering Technician	\$127.00 - \$140.00
Engineering Technician	\$80.00 - \$116.00
Senior Architect	\$166.00 - \$186.00
Architect	\$130.00 - \$155.00
Senior Land Surveyor	\$124.00 - \$163.00
Senior Public Management Specialist	\$155.00
Public Management Specialist	\$127.00
Senior Public Safety Specialist	\$155.00
Public Safety Specialist	\$127.00
Building Inspector Specialist	\$125.00
Land Surveyor	\$116.00
K-12 Administrative Specialist	\$118.00
Land Surveyor Technician	\$80.00 - \$103.00
Surveyor Apprentice	\$66.00
Erosion Control Technician	\$88.00
Senior Hydrogeologist	\$196.00
Senior Ecologist	\$187.00
Environmental Scientist	\$95.00 - \$107.00
Senior G.I.S. Analyst	\$159.00
G.I.S. Analyst	\$88.00 - \$108.00
Wetland Delineator	\$108.00
Senior Designer	\$136.00
Designer	\$87.00 - \$117.00
Senior On-Site Project Representative	\$117.00
On-Site Project Representative	\$53.00 - \$98.00
State Plan Reviewer	\$139.00
Certified Grant Specialist	\$141.00
Graphic Designer	\$104.00
Senior Administrative Assistant	\$90.00 - \$101.00
Administrative Assistant	\$80.00
Intern	\$42.00 - \$65.00
Professional Witness Services	\$357.00

## REIMBURSABLE EXPENSES SCHEDULE | 2023

McMahon Associates, Inc.

Effective: 01/01/2023

DESCRIPTION	RATE
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### REIMBURSABLE EXPENSES:

Commercial Travel	1.1 of Cost
Delivery & Shipping	1.1 of Cost
Meals & Lodging	1.1 of Cost
Review & Submittal Fees	1.1 of Cost
Outside Consultants	1.12 of Cost
Photographs & Models	1.1 of Cost
Misc. Reimbursable Expenses & Project Supplies	1.1 of Cost
Terrestrial Laser Scanner	\$1,500.00

### REIMBURSABLE UNITS:

Photocopy Charges - Black & White	\$0.08/Image
Photocopy Charges - Color / 8½" x 11"	\$0.45/Image
Photocopy Charges - Color / 8½" x 14" and 11" x 17"	\$0.75/Image
Mileage	\$0.75/Mile
Mileage - Truck/Van	\$1.05/Mile
All-Terrain Vehicle	\$60.00/Day
Global Positioning System (GPS)	\$21.00/Hour
Hand-Held Global Positioning System (GPS)	\$15.00/Hour
Robotic Total Station	\$20.00/Hour
Survey Hubs	\$0.45/Each
Survey Lath	\$0.80/Each
Survey Paint	\$6.00/Can
Survey Ribbon	\$3.00/Roll
Survey Rebars - 1¼"	\$10.00/Each
Survey Rebars - ¾"	\$3.25/Each
Survey Rebars - 5/8"	\$2.75/Each
Survey Iron Pipe - 1"	\$3.50/Each
Survey Steel Fence Post - 1"	\$5.00/Each
Control Spikes	\$1.75/Each

#### NEENAH, WISCONSIN CORPORATE HEADQUARTERS

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NEENAH, WI 54956

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Email: MCM@MCMGRP-IN.COM  
Web: WWW.MCMGRP.COM

	2019	2019	2020	2020	2021	2021	2022	2022	2023	2023	2023
	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ESTIMATED	BUDGET	Operating	Outlay
53102 ADMINISTRATION	64,265	72,485	64,265	63,493	70,959	61,750	70,285	68,392	80,677	80,677	
53301 STREET MAINTENANCE	122,100	160,046	148,084	33,530	179,300	135,154	30,010	35,846	35,335	35,335	
53310 STREET CONSTRUCTION	50,000	5,395	800,000	793,216	355,000	344,148	75,000	11,200	1,521,750	-	1,521,750 A
53302 STREET CLEANING	9,023	9,162	9,023	7,778	9,176	6,651	8,300	7,775	8,592	8,592	
53303 SNOW & ICE	96,968	112,889	98,307	80,935	105,249	74,878	95,860	87,424	97,305	97,305	
53305 STREET SIGNS	22,148	24,069	15,148	17,427	16,848	26,508	49,257	55,940	18,116	18,116	
53431 SIDEWALKS/CURBING	10,000	14,868	15,000	14,492	15,000	220	15,000	41,730	25,000		25,000 B
53440 STORM SEWERS	15,000	19,836	15,000	16,319	15,000	10,007	16,500	10,702	46,529		46,529 C
53420 STREET LIGHTING	106,012	94,360	103,112	117,208	103,112	101,937	103,112	110,049	108,712	108,712	
53240 STREET MACHINERY	571,918	472,544	176,918	88,818	212,646	124,268	219,461	115,169	190,576	90,089	100,487 D
53230 STREET BUILDINGS	40,223	35,165	40,223	34,079	38,503	29,994	35,618	35,981	36,515	36,515	
53446 PITS & QUARRIES	2,000	1,068	2,000	-	-	123	-	1,633	500	500	
<b>TOTAL</b>	<b>1,109,657</b>	<b>1,021,888</b>	<b>1,487,080</b>	<b>1,267,296</b>	<b>1,120,793</b>	<b>915,636</b>	<b>718,403</b>	<b>581,841</b>	<b>2,169,607</b>	<b>475,841</b>	<b>1,693,766</b>
Non-lapsing Funds Used	(420,577)	(420,577)	(205,000)	(205,000)	(461,605)	(461,605)	(85,000)	(85,000)	(1,500,000)		(1,500,000)
Wheel Tax Revenue											
Applied Borrowed Funds											
<b>Amount Needed to Levy</b>	<b>689,080</b>	<b>601,311</b>	<b>682,080</b>	<b>462,296</b>	<b>659,188</b>	<b>454,031</b>	<b>633,403</b>	<b>496,841</b>	<b>669,607</b>	<b>475,841</b>	<b>193,766</b>
<b>2023 Capital</b>											
<b>A East Main Reconstruction</b>	<b>\$ 1,350,000.00</b>										
Mill Street	\$ 150,000.00										
City G Parking Lanes	\$ 21,750.00										
	<b>\$ 1,521,750.00</b>										
<b>B City Wide Sidewalk/Curbing-3yr cycle</b>	<b>\$ 25,000.00</b>										
<b>C Catch Basin repair/cleaning</b>	<b>\$ 20,000.00</b>										
GIS Updates (Storm Sewer)	\$ 5,000.00										
Reed Street-Chillington Meadows	\$ 21,529.00										
	<b>\$ 46,529.00</b>										
<b>D Replace #03 3/4 Ton Pickup</b>	<b>\$ 60,487.00</b>										
Tractor/Flail Mower	\$ 40,000.00										
	<b>\$ 100,487.00</b>										

## Applied Non-Lapsing Funds

401-57331 Borrowed Funds

1,500,000

\* Approximately \$ 4360 remaining





**LANE TANK  
COMPANY INC.**  
WATER TOWER PAINTING & REPAIR • INSPECTIONS  
P.O. BOX 500 • MENOMONIE, WI 54751  
OFFICE: 715-235-3110 • FAX: 715-235-5385  
lanetank@charter.net

March 28, 2023

**CHILTON WATERWORKS**

*Attn: John Bodinger*

42 School Street  
Chilton, WI 53014

John,

On March 20, 2023, a quick evaluation of the tower was made to assess the expansion joint, and its repair or replacement needs. Currently the bellows-type expansion joint is located at the top landing platform approximately 2 ft. below the bowl. The condition of the joint could not be determined as it is mostly covered in insulation. This is the preferred location and type of expansion joint, if installed properly it would typically not need maintenance.

Noted during the inspection was the condition of the existing fill/drain pipe insulation. The current 3" pre formed insulation is loose in numerous locations and there are areas of missing insulation, leaving the pipe bare and open to the possibility of freezing. There are also a lot of damages sections of insulation, especially at the landing platforms cause by abrasive blasting when the tower was last painted. The utility should consider having any damaged, loose or missing insulation replaced. It is recommended that the entire fill pipe insulation should be covered with an aluminum jacket from the thrust elbow up to the bowl to properly protect the insulation.

At this time the insulation around the expansion joint should be removed and the expansion joint evaluated. If it is found in good condition the joint should be re-insulated and aluminum jacketed along with the rest of the pipe. The budget cost to repair the insulation and install an aluminum jacket would be \$8,500. at today's prices.

If the expansion joint is found in need of repair or replacement the utility would be notified and a discussion would be had to determine the next step regarding repair or replacement.

Please find enclosed the proposal the insulation repair and aluminum jacket installation. If there are any further questions or information needed please let us know. Thank you.

Sincerely,

*Matt Fisher*

Matt Fisher  
Encl.





# LANE TANK COMPANY INC.

WATER TOWER PAINTING & REPAIR • INSPECTIONS

## PROPOSAL

Date
March 29, 2023

PROPOSAL SUBMITTED TO: <b>CHILTON WATERWORKS</b> <i>Attn: John Bodinger</i> 42 School Street Chilton, WI 53014	BUSINESS OFFICE: P.O. Box 500 • Menomonie, WI 54751 Office:: 715-235-3110 • Fax: 715-235-5385 <a href="mailto:lanctank@charter.net">lanctank@charter.net</a>
Job Name:	<b>200,000 Gallon Water Tower</b>

We hereby submit specifications and estimates for: Modifications to the elevated water storage tank as follows:

Contractor will remove any damaged insulation on the fill/drain pipe. Contractor will install new 12" preformed insulation on the fill drain pipe in any areas where the insulation is missing. Contractor will ensure the insulation is properly fitted around the expansion joint.

Contractor will install a new aluminum jacket to the entire fill/drain pipe from the thrust elbow up to the bowl.

This work will be done on a mutually agreed upon date in the 2023 season. A certificate of insurance showing five million dollar umbrella coverage on all liabilities will be submitted before this work is started.

We hereby propose to furnish labor and materials- complete in accordance with the above specifications, for the sum of:  
\*\*\***Eight Thousand Five Hundred**\*\*\*dollars (\$ **8,500.00**) Due and payable within thirty (30) days of job completion.

All material is guaranteed to be as specified. All work to be complete in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra cost, will be executed only upon written orders, and will become as extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workers' Compensation Insurance.

Authorized Signature: Mary Lane Vice-President  
LANE TANK CO., INC.

NOTE: This proposal may be withdrawn by us if not accepted within \_\_\_\_\_ days.

### ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Accepted:

Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
(Customer Sign Here)

Signature: \_\_\_\_\_  
(Customer Sign Here)

# WISCONSIN PUBLIC SERVICE CORPORATION-WI

## CONTRACT FOR OUTDOOR LIGHTING SERVICE

This contract is for the installation of Outdoor Lighting entered into on 4/3/2023 (Contract Date) between  
CITY OF CHILTON (Customer) and Wisconsin Public Service Corporation (WPSC).

The Customer desires WPSC to own, install and maintain the outdoor lighting system.

Site Address/Description/Location: STREET LIGHTING in the  
CITY of CHILTON, County of CALUMET, State of WI.

This lighting system is comprised of 1 LED Lamps under a LS-1 rate schedule on  
pole number(s) 65 HH35

Now in consideration of the mutual promises herein contained, the parties hereto agree as follows: The customer agrees to comply with all terms and conditions as stated on page 2 of this contract, including the commencement date of Minimum Charges and all appropriate WPSC tariffs on file with the PSCW.

The Customer will pay WPSC on a monthly basis for the outdoor lighting service according to the following:

1. Monthly Fixture Charges	Quantity	Monthly Rate	Monthly Billing
Class E - LED High Output Roadway	1	\$ 22.89	\$ 22.89
Sub-Total Monthly Bill			\$ 22.89

2. Monthly Non-Standard Charges	Quantity	Monthly Rate	Monthly Billing
Span			
Wood Pole			
Mast Arm > 6'			
Sub-Total Monthly Non-Standard Charges			\$ -
<b>Total Monthly Bill</b>			<b>\$ 22.89</b>
Sales Tax (If applicable)			\$ -
<b>Total Monthly Bill with Sales Tax</b>			<b>\$ 22.89</b>

3. Advance Payment - Special Facilities	Advance Payment
a. Assigned Special Facilities Non-Refundable	\$ 1,795.87
b. Assigned Special Facilities Ornamental	\$ -
Sub-Total Special Facilities	\$ 1,795.87

#### 4. Ornamental System Maintenance Payment

The customer agrees to pay future system maintenance due to the higher cost of maintaining ornamental facilities. The company agrees to maintain and replace the above ornamental lighting system as per the LS-1 Lighting Tariff. The customer agrees to make an advance payment as a special facilities payment under the company's Electric Extension Rules equal to:  
Special Facilities Ornamental Payment from 3b:

#### 5. Total Advance Payment

\$ -	\$ -
24.00%	\$ -
	<b>\$ 1,795.87</b>

WPSC Signature

Customer Signature

Customer Mailing Address

WR/Revisions: 3356673-1  
IFRIS Project: 21800001EC  
Database: \_\_\_\_\_

CITY OF CHILTON  
42 SCHOOL STREET  
CHILTON, WI 53014

## ADDITIONAL TERMS AND CONDITIONS

1. This Contract is not effective until signed by both WPSC and the Customer. If the Customer fails to return the Contract to WPSC within sixty days of the WPSC signature date or contract date, the Contract is null and void.
2. The minimum term of this contract is 3 years beginning with the first billing. It may be terminated by either party at the expiration date and at any time thereafter by giving ninety days written notice.
3. All the terms and conditions of the Contract shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto. If the Customer leases, sells, or otherwise disposes of the property herein described, he shall complete the payments according to this Contract unless he shall have secured an assumption of his remaining obligations under this Contract, satisfactory to and approved by WPSC.
4. In the event that WPSC decides to use any of the poles and spans for some purpose other than outdoor lighting service, the monthly charges for those poles and spans shall cease during the period that they are used for other purposes.
5. The Customer agrees, when possible, to report promptly to WPSC the failure of any lamp to burn or any dangerous equipment, and the location thereof, to the end that such lamp and/or equipment may be inspected and the trouble therewith remedied. No credit will be allowed for outages.
6. The payment calculation of this Contract is subject to change if the Customer causes a construction delay, there is a change in scope, or actions by governmental authorities cause a calculation change. Any change shall be reviewed with the Customer prior to construction and a new Contract shall be executed. Adjustment of customer requirements (refunds or additional payment) to reflect actual investment for changes in the size or number of units installed, major rock, or frost removal, and similar items affecting the scope of the project, shall be made if the adjustment is greater than \$20. This adjustment, if applicable, will normally occur within six months of completion of construction. Any changes shall be reviewed with the Customer.
7. As a condition of receiving service, the Customer agrees to grant WPSC, at no cost, an easement for the necessary construction, operation, and maintenance of any portion of the extension necessary to serve the Customer.
8. Whether stated or not, a special facilities charge will be applied during Winter Construction period, as stated in WPSC's approved tariffs.
9. **Any lawn restoration or surface repair on private property, as a result of this installation, shall be the Customer's responsibility.**
10. The Customer, irrespective of subsequent change of ownership, shall provide at no expense to WPSC, soil graded within six inches of the finished grade prior to installation of facilities. Survey stakes indicating property lines shall be installed by the Customer at no expense to WPSC prior to installation of facilities. WPSC shall be notified in advance of any change in grade levels. Any and all costs incurred as a result of such grade changes shall be at the expense of the Customer.
11. **In no event shall the Customer place any decorative element on the pole without the prior written approval of WPSC. Such approval will be under the terms of the Pole Attachment Policy and Procedure in effect at the time of such request. A copy of the Pole Attachment Policy will be furnished by WPSC to the Customer upon request.**
12. **The Customer agrees to provide WPSC, or its authorized contractor, the location within 18", of all underground facilities such as those for the transmission of electricity, water, cable TV, sewer, telephone, gas or fuel which are owned by the Customer on the premises, and which may be encountered by WPSC or its authorized contractor during the proposed installation of the facilities. If the Customer is unable to locate any underground facility, or fails to provide the location of any underground facility, or if the underground facility in question is encountered more than 18" from the location identified by the Customer, the Customer shall defend, indemnify, and hold WPSC harmless, as well as its agents, employees, assigns, affiliates, officers, administrators, predecessors, successors, subsidiaries, members and managers from and against any claim, action, proceeding, liability, loss, damage, cost or expense including, without limitations, attorneys' fees, arising out of or in connection with the Customer's use of services.**
13. Upon written request and at the expense of the Customer, WPSC will relocate any pole and/or change the position of any lamp.
14. **In no event, except for a breach by the Customer of section 11 above, shall either party be responsible to the other for any consequential, incidental, special or punitive damages whatsoever, whether arising from breach of warranty or other breach of contract, negligence or other tort, or any other theory of law. In a case of a breach by the Customer of section 11 above, the Customer shall be liable for consequential, incidental, special and punitive damages.**
15. If any provision of this Contract is found to be invalid or unenforceable by any court, such provision shall be ineffective only to the extent that it is in contravention of applicable laws without invalidating the remaining provision of the Contract.
16. This contract shall be governed by and construed in accordance with the internal laws of the State of Wisconsin and/or Michigan.
17. The Customer and WPSC hereby agree to abide by and be subject to the rules, regulations, and schedules of WPSC as filed with and approved by the Wisconsin Public Service Commission from time to time, as well as the rules and regulations of the Wisconsin Administrative Code.
18. In the event of a conflict between this Contract and WPSC's approved tariffs, the tariffs shall prevail.



2129 W. Morgan Avenue Milwaukee, WI 53221 Corporate Office (414) 281-6400 Fax (414) 281-6404

**Customer Information:**

City of Chilton  
 Travis Boll 920-849-2451  
 42 School Street Chilton, WI 53014  
 tboll@chiltonwi.gov

**Date: 04/07/2023**

**NOTE:** Quotation is good for 30 days from the above date.  
 Prices quoted are for quantities shown only.

Part #	Description	Unit Price	Per	Quantity	Total
33339	Mastic One	\$0.71	LB	4,800	\$3,408.00
*S0069R	Patcher II Rental	\$580.00	DAY	2	\$1,160.00

If you have any questions concerning this quotation,  
 please contact Keith Zepnick  
 Phone (920) 362-4467  
 Email: kzepnick@sherwinindustries.com

Subtotal	\$4,568.00
Freight	\$425.00
Sales Tax	N/A
<b>Total</b>	<b>\$4,993.00</b>





# ECS Midwest, LLC

Proposal for Subsurface Exploration and  
Geotechnical Engineering

Proposed Underground Utility Construction

Main Street Railroad Crossings (Adams Street to Walnut Street)  
Chilton, Wisconsin

ECS Proposal Number 59:5094-GP

April 10, 2023





## ECS MIDWEST, LLC

*"Setting the Standard for Service"*

Geotechnical • Construction Materials • Environmental • Facilities

April 10, 2023

Mr. Chris Marx  
City of Chilton Department of Public Works  
42 School Street  
Chilton, WI 53014  
Email: [cmarx@chiltonwi.gov](mailto:cmarx@chiltonwi.gov)

ECS Proposal No. 59:5094-GP

Reference: Proposal for Subsurface Exploration and Geotechnical Engineering  
**Proposed Underground Utility Construction**  
Main Street Railroad Crossings (Adams Street to Walnut Street)  
Chilton, Wisconsin

Mr. Marx:

As requested by Mr. Ron Wolf with McMahon, Inc., on April 4, 2023, ECS Midwest, LLC (ECS) is pleased to present the following lump sum proposal for providing geotechnical subsurface exploration and geotechnical engineering services for the above referenced project. This proposal outlines our understanding of the project, the proposed scope of services, activity schedule, fees, and authorization requirement.

In preparing this proposal, we have had the opportunity to review the Request for Proposal, review available geologic and geotechnical information for the general site vicinity, review aerial photography, and discuss the overall project with you.

### PROJECT DESCRIPTION

The project site is located at the existing CN railroad crossings on Main Street between Adams Street to Walnut Street in Chilton, Wisconsin. We understand the proposed construction will consist of the installation of a new utility line that will be installed under two sets of existing railroad tracks using cased bore and jack techniques. The proposed utility is planned to be installed with the bottom of casing at a depth of approximately 8.2 feet below the tracks. We understand the new utility will be installed in a 20-inch diameter steel casing.

A subsurface exploration consisting of a series of test borings will be performed at the site to evaluate the subsurface conditions within limits of the proposed construction site. The scope of services proposed for this geotechnical subsurface exploration and geotechnical engineering analysis is given in the following section.

## SCOPE OF SERVICES

Our integrated services will include drilling of test borings by drill crews under our supervision, laboratory testing of representative soil samples for pertinent engineering properties, and various engineering analyses and preparation of a geotechnical engineering report. Our proposed scope of services are as follows:

### Field Exploration

- The proposed boring locations will be marked in the field by ECS utilizing standard measuring techniques and/or GPS. In addition, Digger's Hotline will be contacted to mark utilities in the vicinity of the boring locations.
- Mobilize a truck mounted drilling rig to the site.
- Based on our understanding of the proposed construction, we recommend three (3) standard penetration test borings will be performed for this exploration. Further, based on our understanding of the proposed construction we recommend the borings be extended to a depth of 30 feet below the existing grade.
- The borings will be extended to the proposed depths below the existing ground surface, unless auger refusal causes them to be terminated at a shallower depth. If auger refusal is encountered at a depth of less than 10 feet, then we will advance the boring an additional 5 feet using rock coring methods.
- Measure depth of groundwater within each borehole at the time of drilling and prior to backfilling. We will also convert two bore holes to temporary groundwater monitoring wells and return to the site approximately one week after drilling to determine the stabilized groundwater level. The monitoring wells will remain in-place until construction begins and then we will abandon them.
- Upon completion of subsurface exploration drilling and/or stabilized groundwater readings, each of the bore holes will be backfilled in accordance with Wisconsin Administrative Code NR141. In pavement areas, we will patch the asphalt surface with a cold mix asphalt patch of an equivalent or greater thickness of asphalt. Borings advanced in concrete pavement areas will be patched with a non-shrink cement grout. Typically, we will not provide site restoration beyond what is outlined above unless specifically contracted.
- Upon completion of drilling operations, the collected representative samples will be returned to our laboratory for further identification and testing.
- This proposal does not include the use of special OSHA or hazardous drilling techniques or drill crew protection. The client must inform ECS of any known environmental site conditions which could affect the health and safety of the drill crew.
- Complete rights-of-entry and access to the site are expected to be provided for us as a function of this proposal.

### Laboratory Testing

- The subsurface exploration program will include limited laboratory testing, as we deem necessary to evaluate the classification, strength, and other characteristics of the encountered subsurface materials.
- As a minimum, we will perform calibrated hand penetrometer resistance tests on cohesive soil samples.

### Report

Upon completion of testing and geotechnical engineering analysis, we will prepare a written geotechnical engineering report that presents our findings and recommendations. The geotechnical engineering report will include the following items:

- Observations from our site reconnaissance including current site conditions, surface drainage features, and surface topographic conditions.
- A review of the published geologic conditions and their relevance to your planned construction.
- A subsurface characterization and a description of the field exploration and laboratory tests performed by ECS.
- A summary of groundwater conditions encountered during the investigation including the observed groundwater levels within the boreholes and the presence of any perched water levels at the bore hole locations.
- Records of the field exploration (test boring logs) prepared in accordance with the local standard practice for geotechnical engineering. A boring location plan will be included, and the results of the laboratory tests will be plotted on the boring logs or included on a separate test report sheet.
- Recommendations concerning the feasibility of a bore and jack pipe installation process and estimates of predicted rail line settlement. If the subsurface conditions preclude the economical use of a bore and jack pipe installation process, we can provide additional recommendations for suitable alternative pipe installation methods.
- Design and construction recommendations for site temporary bore pit walls, including lateral earth pressures, sliding resistance coefficients, and drainage recommendations.
- Recommendations for additional testing and/or consultation that might be required to complete the geotechnical assessment and related geotechnical engineering for this project.

### ECS ADVANTAGES

In addition to the standard services many local geotechnical engineering firms provide, ECS has distinguished itself on multiple disciplines to allow us to “Set the Standard of Service” for you, our clients.



Most notably:

- **Resources.** ECS has extensive experience in Wisconsin, which allows us to meet your schedule and project timeline requirements with efficient and well-informed recommendations. Our track record demonstrates our ability to execute quality services for your fast-paced projects.
- **Experience.** ECS has established an extensive subsurface database for all local geologies, allowing us to economically price subsurface explorations and offer the most appropriate techniques initially, not after the first phase of testing is complete.
- **Technology.** ECS utilizes Global Positioning System (GPS) services to more accurately locate borings in the field. This technology allows us to control the responsiveness of our subsurface exploration and ultimately our report deadlines, versus relying on other firms to locate borings.
- **Expertise.** ECS has in-house geotechnical and geophysical testing. These services include vibration monitoring, pile driving analyzer (PDA) testing, pressuremeter testing, site classification for seismic design, seismic refraction (rock surface studies), ground penetrating radar (GPR), and electrical resistivity imaging (ERI) services.

## FEE

ECS will provide the requested base Scope of Services for the **lump sum fee of \$12,650**. Estimated fees for the optional services are noted on the attached Proposal Acceptance sheet. The above fee is based on the assumption the site is accessible to a truck mounted drill rig. In addition, we have a railroad cable locate and one (1) day of railroad flagging which we anticipate will be required to complete one (1) of the borings. Additional railroad flagging, if required, will be \$1,300 per day. This proposal also assumes the soil borings can be performed during normal work hours (Monday - Friday, 7am to 5pm).

If any additional services are requested or required based on differing site conditions, we will contact your office (or assigned representative) for verbal and written authorization for additional services.

## SCHEDULE

In preparing this proposal, we have assumed the client will assist in the coordination of our access to the site with the current site owners/occupants. We anticipate being able to mobilize to the site about five weeks after receiving authorization to proceed.

We anticipate the drilling operations will require approximately two days, and the laboratory testing, after completion of drilling, will require approximately ten days. Therefore, for time budget purposes, the base scope of services should take approximately seven to eight weeks from initial authorization through final report submission. We can typically provide verbal comments on findings within 3 to 5 days of drilling completion if requested.

**CLOSING**

If other items are required because of unexpected field conditions or because of a request for additional services, they would be invoiced in accordance with our current Fee Schedule. Before modifying or expanding the extent of our exploration program, you would be informed of our intentions for both your review and authorization.

Our "Terms and Conditions of Service," which are included as an attachment to this letter, is an integral part of our proposal.

Our insurance carrier requires that we receive written authorization prior to initiation of our services, and a signed contract prior to the release of any work product. This letter is the agreement for our services. Your acceptance of this proposal may be indicated by signing and returning the enclosed copy to us. We are pleased to have this opportunity to offer our services and look forward to working with you on the project.

Respectfully submitted,  
**ECS Midwest, LLC**



Matthew Meyer, P.E.  
Geotechnical Department Manager  
[mmeyer@ecslimited.com](mailto:mmeyer@ecslimited.com)



Alex E. Barker, P.E.  
Office Manager  
[abarker@ecslimited.com](mailto:abarker@ecslimited.com)

Enclosures:      Proposal Acceptance Sheet  
                         Terms and Conditions of Service

[ /Proposals/5094 - City of Chilton - Utility Railroad Crossing/5094-GP City of Chilton - Main St Utility RR Crossing.docx]

**PROPOSAL ACCEPTANCE FORM**

Proposal No.: 59:5094-GP  
 Scope of Services: Subsurface Exploration and Geotechnical Engineering Services  
 Location: Proposed Underground Utility Construction, Main Street Railroad Crossings (Adams Street to Walnut Street), Chilton, Wisconsin

Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Geotechnical Subsurface Exploration & Report (\$12,650):

☐ Yes ☐ No

Please complete this page and return one copy of this proposal to ECS to indicate acceptance of this proposal and to initiate services on the above-referenced project. The Client's signature above also indicates that he/she has read or has had the opportunity to read the accompanying Terms and Conditions of Service and agrees to be bound by such Terms and Conditions of Service.

**BILLING INFORMATION**

(Please Print or Type)

Name of Client:

Name of Contact Person:

Telephone No. of Contact Person:

Company Name:

Person/Title

Department:

Billing Address:

Telephone Number:

Fax Number:

Client Project/Account Number:

Special Conditions for Invoice:

Submittal and Approval:

ECS offers an array of services to assist you with *many* phases of your project, including but not limited to:

- Phase I, II and III ESAs
- Archaeological Assessments
- Wetlands Delineations
- Asbestos/Lead Paint Services
- Indoor Air Quality Mold Services

- Third Party Mechanical, Electrical, Plumbing Inspections Services
- Geotechnical Engineering Services
- Construction Materials Testing
- Septic/Drainfield Design Services

- Building Envelope, Roofing, and Waterproofing Inspection and Consultation
- Pre- and Post-Construction Condition Assessments
- Specialty Materials and Forensics Testing
- LEED® Consulting Services

Please indicate any of the services you are interested in and a member of the ECS team will contact you to discuss how we can be of service to your project.



## ECS MIDWEST, LLC TERMS AND CONDITIONS OF SERVICE

The professional services (the "Services") to be provided by ECS MIDWEST, LLC ["ECS"] pursuant to the Proposal shall be provided in accordance with these Terms and Conditions of Service ("Terms"), including any addenda as may be incorporated or referenced in writing shall form the Agreement between ECS and Client.

**1.0 INDEPENDENT CONSULTANT STATUS** - ECS shall serve as an independent professional consultant to CLIENT for Service on the Project, identified above, and shall have control over, and responsibility for, the means and methods for providing the Services identified in the Proposal, including the retention of Subcontractors and Subconsultants

**2.0 SCOPE OF SERVICES** - It is understood that the fees, reimbursable expenses and time schedule defined in the Proposal are based on information provided by CLIENT and/or CLIENT'S contractors and consultants. CLIENT acknowledges that if this information is not current, is incomplete or inaccurate, if conditions are discovered that could not be reasonably foreseen, or if CLIENT orders additional services, the scope of services will change, even while the Services are in progress.

### **3.0 STANDARD OF CARE**

**3.1 In fulfilling its obligations and responsibilities enumerated in the Proposal, ECS shall be expected to comply with and its performance evaluated in light of the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity at that time in the region (the "Standard of Care"). Nothing contained in the Proposal, the agreed-upon scope of Services, these Terms and Conditions of Service or any ECS report, opinion, plan or other document prepared by ECS shall constitute a warranty or guaranty of any nature whatsoever.**

**3.2** CLIENT understands and agrees that ECS will rely on the facts learned from data gathered during performance of Services as well as those facts provided by the CLIENT. CLIENT acknowledges that such data collection is limited to specific areas that are sampled, bored, tested, observed and/or evaluated. Consequently, CLIENT waives any and all claims based upon erroneous facts provided by the CLIENT, facts subsequently learned or regarding conditions in areas not specifically sampled, bored, tested, observed or evaluated by ECS.

**3.3** If a situation arises that causes ECS to believe compliance with CLIENT'S directives would be contrary to sound engineering practices, would violate applicable laws, regulations or codes, or will expose ECS to legal claims or charges, ECS shall so advise CLIENT. If ECS' professional judgment is rejected, ECS shall have the right to terminate its Services in accordance with the provisions of Section 25.0, below.

**3.4** If CLIENT decides to disregard ECS' recommendations with respect to complying with applicable Laws or Regulations, ECS shall determine if applicable law requires ECS to notify the appropriate public officials. CLIENT agrees that such determinations are ECS' sole right to make.

### **4.0 CLIENT DISCLOSURES**

**4.1** Where the Scope of Services requires ECS to penetrate a Site surface, CLIENT shall furnish and/or shall direct CLIENT'S consultant(s) or agent(s) to furnish ECS information identifying the type and location of utility lines and other man-made objects known, suspected, or assumed to be located beneath or behind the Site's surface. ECS shall be entitled to rely on such information for completeness and accuracy without further investigation, analysis, or evaluation.

**4.2** "Hazardous Materials" shall include but not be limited to any substance that poses or may pose a present or potential hazard to human health or the environment whether contained in a product, material, by-product, waste, or sample, and whether it exists in a solid, liquid, semi-solid or gaseous form. CLIENT shall notify ECS of any known, assumed, or suspected regulated, contaminated, or other similar Hazardous Materials that may exist at the Site prior to ECS mobilizing to the Site.

**4.3** If any Hazardous Materials are discovered, or are reasonably suspected by ECS after its Services begin, ECS shall be entitled to amend the scope of Services and adjust its fees to reflect the additional work or personal protective equipment and/or safety precautions required by the existence of such Hazardous Materials.

**5.0 INFORMATION PROVIDED BY OTHERS** - CLIENT waives, releases and discharges ECS from and against any claim for damage, injury or loss allegedly arising out of or in connection with errors, omissions, or inaccuracies in documents and other information in any form provided to ECS by CLIENT or CLIENT'S agents, contractors, or consultants, including such information that becomes incorporated into ECS documents.

**6.0 CONCEALED RISKS** - CLIENT acknowledges that special risks are inherent in sampling, testing and/or evaluating concealed conditions that are hidden from view and/or neither readily apparent nor easily accessible, e.g., subsurface conditions, conditions behind a wall, beneath a floor, or above a ceiling. Such circumstances require that certain assumptions be made regarding existing conditions, which may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of a building or component thereof. Accordingly, ECS shall not be responsible for the verification of such conditions unless verification can be made by simple visual observation. Client agrees to bear any and all costs, losses, damages and expenses (including, but not limited to, the cost of ECS' Additional Services) in any way arising from or in connection with the existence or discovery of such concealed or unknown conditions.

### **7.0 RIGHT OF ENTRY/DAMAGE RESULTING FROM SERVICES**

**7.1** CLIENT warrants that it possesses the authority to grant ECS right of entry to the Site for the performance of Services. CLIENT hereby grants ECS and its subcontractors and/or agents, the right to enter from time to time onto the property in order for ECS to perform its Services. CLIENT agrees to indemnify and hold ECS harmless from any claims arising from allegations that ECS trespassed or lacked authority to access the Site.

**7.2** CLIENT warrants that it possesses all necessary permits, licenses and/or utility clearances for the Services to be provided by ECS except where ECS' Proposal explicitly states that ECS will obtain such permits, licenses, and/or utility clearances.

**7.3** ECS will take reasonable precautions to limit damage to the Site and its improvements during the performance of its Services. CLIENT understands that the use of exploration, boring, sampling, or testing equipment may cause minor, but common, damage to the Site. The correction and restoration of such common damage is CLIENT'S responsibility unless specifically included in ECS' Proposal.

**7.4** CLIENT agrees that it will not bring any claims for liability or for injury or loss against ECS arising from (i) procedures associated with the exploration, sampling or testing activities at the Site, (ii) discovery of Hazardous Materials or suspected Hazardous Materials, or (iii) ECS' findings, conclusions, opinions, recommendations, plans, and/or specifications related to discovery of contamination.

### **8.0 UNDERGROUND UTILITIES**

**8.1** ECS shall exercise the Standard of Care in evaluating client-furnished information as well as information readily and customarily available from public utility locating services (the "Underground Utility Information") in its effort to identify underground utilities. The extent of such evaluations shall be at ECS' sole discretion.

**8.2** CLIENT recognizes that the Underground Utility Information provided to or obtained by ECS may contain errors or be incomplete. CLIENT understands that ECS may be unable to identify the locations of all subsurface utility lines and man-made features.

**8.3** CLIENT waives, releases, and discharges ECS from and against any claim for damage, injury or loss allegedly arising from or related to subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to ECS' attention in writing by CLIENT, not correctly shown on the Underground Utility Information and/or not properly marked or located by the utility owners, governmental or quasi-governmental locators, or private utility locating services as a result of ECS' or ECS' subcontractor's request for utility marking services made in accordance with local industry standards.

### **9.0 SAMPLES**

**9.1** Soil, rock, water, building materials and/or other samples and sampling by-products obtained from the Site are and remain the property of CLIENT. Unless other arrangements are requested by CLIENT and mutually agreed upon by ECS in writing, ECS will retain samples not consumed in laboratory testing for up to sixty (60) calendar days after the issuance of any document containing data obtained from such samples. Samples consumed by laboratory testing procedures will not be stored.

**9.2** Unless CLIENT directs otherwise, and excluding those issues covered in Section 10.0, CLIENT authorizes ECS to dispose of CLIENT'S non-hazardous samples and sampling or testing process by-products in accordance with applicable laws and regulations.

### **10.0 ENVIRONMENTAL RISKS**

**10.1** When Hazardous Materials are known, assumed, suspected to exist, or discovered at the Site, ECS will endeavor to protect its employees and address public health, safety, and environmental issues in accordance with the Standard of Care. CLIENT agrees to compensate ECS for such efforts.

**10.2** When Hazardous Materials are known, assumed, or suspected to exist, or discovered at the Site, ECS and/or ECS' subcontractors will exercise the Standard of Care in containerizing and labeling such Hazardous Materials in accordance with applicable laws and regulations, and will leave the containers on Site. CLIENT is responsible for the retrieval, removal, transport and disposal of such contaminated samples, and sampling process byproducts in accordance with applicable law and regulation.

**10.3** Unless explicitly stated in the Scope of Services, ECS will neither subcontract for nor arrange for the transport, disposal, or treatment of Hazardous Materials. At CLIENT'S written request, ECS may assist CLIENT in identifying appropriate alternatives for transport, off-site treatment, storage, or disposal of such substances, but CLIENT shall be solely responsible for the final selection of methods and firms to provide such services. CLIENT shall sign all manifests for the disposal of substances affected by contaminants and shall otherwise exercise prudence in arranging for lawful disposal.

**10.4** In those instances where ECS is expressly retained by CLIENT to assist CLIENT in the disposal of Hazardous Materials, samples, or wastes as part of the Proposal, ECS shall do so only as CLIENT'S agent (notwithstanding any other provision of this AGREEMENT to the contrary). ECS will not assume the role of, nor be considered a generator, storer, transporter, or disposer of Hazardous Materials.

**10.5** Subsurface sampling may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or excavation/boring device moves through a contaminated zone and links it to an aquifer, underground stream, pervious soil stratum, or other hydrous body not previously contaminated, or connects an uncontaminated zone with a contaminated zone. Because sampling is an essential element of the Services indicated herein, CLIENT agrees this risk cannot be eliminated. Provided such services were performed in accordance with the Standard of Care, CLIENT waives, releases and discharges ECS from and against any claim for damage, injury, or loss allegedly arising from or related to such cross-contamination.

**10.6** CLIENT understands that a Phase I Environmental Site Assessment (ESA) is conducted solely to permit ECS to render a professional opinion about the likelihood of the site having a Recognized Environmental Condition on, in, beneath, or near the Site at the time the Services are conducted. No matter how thorough a Phase I ESA study may be, findings derived from its conduct are highly limited and ECS cannot know or state for an absolute fact that the Site is unaffected or adversely affected by one or more Recognized Environmental Conditions. CLIENT represents and warrants that it understands the limitations associated with Phase I ESAs.



## 11.0 OWNERSHIP OF DOCUMENTS

- 11.1 ECS shall be deemed the author and owner (or licensee) of all documents, technical reports, letters, photos, boring logs, field data, field notes, laboratory test data, calculations, designs, plans, specifications, reports, or similar documents and estimates of any kind furnished by it [the "Documents of Service"] and shall retain all common law, statutory and other reserved rights, including copyrights. CLIENT shall have a limited, non-exclusive license to use copies of the Documents of Service provided to it in connection with the Project for which the Documents of Service are provided until the completion of the Project.
- 11.2 ECS' Services are performed and Documents of Service are provided for the CLIENT'S sole use. CLIENT understands and agrees that any use of the Documents of Service by anyone other than the CLIENT, its licensed consultants and its contractors is not permitted. CLIENT further agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its contractors' use of ECS' Documents of Service.
- 11.3 CLIENT agrees to not use ECS' Documents of Service for the Project if the Project is subsequently modified in scope, structure or purpose without ECS' prior written consent. Any reuse without ECS' written consent shall be at CLIENT'S sole risk and without liability to ECS or to ECS' subcontractor(s). CLIENT agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its use of ECS' Documents of Service after any modification in scope, structure or purpose.
- 11.4 CLIENT agrees to not make any modification to the Documents of Service without the prior written authorization of ECS. To the fullest extent permitted by law, CLIENT agrees to indemnify, defend, and hold ECS harmless from any damage, loss, claim, liability or cost (including reasonable attorneys' fees and defense costs) arising out of or in connection with any unauthorized modification of the Documents of Service by CLIENT or any person or entity that acquires or obtains the Documents of Service from or through CLIENT. CLIENT represents and warrants that the Documents of Service shall be used only as submitted by ECS.

## 12.0 SAFETY

- 12.1 Unless expressly agreed to in writing in its Proposal, CLIENT agrees that ECS shall have no responsibility whatsoever for any aspect of site safety other than for its own employees. Nothing herein shall be construed to relieve CLIENT and/or its contractors, consultants or other parties from their responsibility for site safety. CLIENT also represents and warrants that the General Contractor is solely responsible for Project site safety and that ECS personnel may rely on the safety measures provided by the General Contractor.
- 12.2 In the event ECS assumes in writing limited responsibility for specified safety issues, the acceptance of such responsibilities does not and shall not be deemed an acceptance of responsibility for any other non-specified safety issues, including, but not limited to those relating to excavating, trenching, shoring, drilling, backfilling, blasting, or other construction activities.

## 13.0 CONSTRUCTION TESTING AND REMEDIATION SERVICES

- 13.1 CLIENT understands that construction testing and observation services are provided in an effort to reduce, but cannot eliminate, the risk of problems arising during or after construction or remediation. CLIENT agrees that the provision of such Services does not create a warranty or guarantee of any type.
- 13.2 Monitoring and/or testing services provided by ECS shall not in any way relieve the CLIENT'S contractor(s) from their responsibilities and obligations for the quality or completeness of construction as well as their obligation to comply with applicable laws, codes, and regulations.
- 13.3 ECS has no responsibility whatsoever for the means, methods, techniques, sequencing or procedures of construction selected, for safety precautions and programs incidental to work or services provided by any contractor or other consultant. ECS does not and shall not have or accept authority to supervise, direct, control, or stop the work of any contractor or consultant or any of their subcontractors or subconsultants.
- 13.4 ECS strongly recommends that CLIENT retain ECS to provide construction monitoring and testing services on a full time basis to lower the risk of defective or incomplete Work being installed by CLIENT'S contractor(s). If CLIENT elects to retain ECS on a part time basis for any aspect of construction monitoring and/or testing, CLIENT accepts the risks that a lower level of construction quality may occur and that defective or incomplete work may result and not be detected by ECS' part time monitoring and testing. Unless the CLIENT can show that the error or omission is contained in ECS' reports, CLIENT waives, releases and discharges ECS from and against any other claims for errors, omissions, damages, injuries, or loss alleged to arise from defective or incomplete work that was monitored or tested by ECS on a part time basis. Except as set forth in the preceding sentence, CLIENT agrees to indemnify and hold ECS harmless from all damages, costs, and attorneys' fees, for any claims alleging errors, omissions, damage, injury or loss allegedly resulting from Work that was monitored or tested by ECS on a part time basis.

**14.0 CERTIFICATIONS** - CLIENT may request, or governing jurisdictions may require, ECS to provide a "certification" regarding the Services provided by ECS. Any "certification" required of ECS by the CLIENT or jurisdiction(s) having authority over some or all aspects of the Project shall consist of ECS' inferences and professional opinions based on the limited sampling, observations, tests, and/or analyses performed by ECS at discrete locations and times. Such "certifications" shall constitute ECS' professional opinion of a condition's existence, but ECS does not guarantee that such condition exists, nor does it relieve other parties of the responsibilities or obligations such parties have with respect to the possible existence of such a condition. CLIENT agrees it cannot make the resolution of any dispute with ECS or payment of any amount due to ECS contingent upon ECS signing any such "certification."

## 15.0 BILLINGS AND PAYMENTS

- 15.1 Billings will be based on the unit rates, plus travel costs, and other reimbursable expenses as stated in the Professional Fees section of the Proposal. Any Estimate of Professional Fees stated in these Terms shall not be considered as a not-to-exceed or lump sum amount unless otherwise explicitly stated. CLIENT understands and agrees that even if ECS agrees to a lump sum or not-to-exceed amount, that amount

shall be limited to number of hours, visits, trips, tests, borings, or samples stated in the Proposal.

- 15.2 CLIENT agrees that all Professional Fees and other unit rates shall be adjusted annually to account for inflation based on the most recent 12-month average of the Consumer Price Index (CPI-U) for all items as established by www.bls.gov when the CPI-U exceeds an annual rate of 2.0%.
- 15.3 Should ECS identify a Changed Condition(s), ECS shall notify the CLIENT of the Changed Condition(s). ECS and CLIENT shall promptly and in good faith negotiate an amendment to the Scope of Services, Professional Fees, and time schedule.
- 15.4 CLIENT recognizes that time is of the essence with respect to payment of ECS' invoices, and that timely payment is a material consideration for this agreement. All payment shall be in U.S. funds drawn upon U.S. banks and in accordance with the rates and charges set forth in the Professional Fees. Invoices are due and payable upon receipt.
- 15.5 If CLIENT disputes all or part of an invoice, CLIENT shall provide ECS with written notice stating in detail the facts of the dispute within fifteen (15) calendar days of the invoice. CLIENT agrees to pay the undisputed amount of such invoice promptly.
- 15.6 ECS reserves the right to charge CLIENT an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by Law, whichever is lower) of the invoiced amount per month for any payment received by ECS more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute. All payments will be applied to accrued interest first and then to the unpaid principal amount. Payment of invoices shall not be subject to unilateral discounting or set-offs by CLIENT.
- 15.7 CLIENT agrees that its obligation to pay for the Services is not contingent upon CLIENT'S ability to obtain financing, zoning, approval of governmental or regulatory agencies, permits, final adjudication of a lawsuit, CLIENT'S successful completion of the Project, settlement of a real estate transaction, receipt of payment from CLIENT'S client, or any other event unrelated to ECS provision of Services. Retainage shall not be withheld from any payment, nor shall any deduction be made from any invoice on account of penalty, liquidated damages, or other sums incurred by CLIENT. It is agreed that all costs and legal fees including actual attorney's fees, and expenses incurred by ECS in obtaining payment under this Agreement, in perfecting or obtaining a lien, recovery under a bond, collecting any delinquent amounts due, or executing judgments, shall be reimbursed by CLIENT.
- 15.8 Unless CLIENT has provided notice to ECS in accordance with Section 16.0 of these Terms, payment of any invoice by the CLIENT shall mean that the CLIENT is satisfied with ECS' Services and is not aware of any defects in those Services.

## 16.0 DEFECTS IN SERVICE

- 16.1 CLIENT, its personnel, its consultants, and its contractors shall promptly inform ECS during active work on any project of any actual or suspected defects in the Services so to permit ECS to take such prompt, effective remedial measures that in ECS' opinion will reduce or eliminate the consequences of any such defective Services. The correction of defects attributable to ECS' failure to perform in accordance with the Standard of Care shall be provided at no cost to CLIENT. However, ECS shall not be responsible for the correction of any deficiency attributable to CLIENT-furnished information, the errors, omissions, defective materials, or improper installation of materials by CLIENT's personnel, consultants or contractors, or work not observed by ECS. CLIENT shall compensate ECS for the costs of correcting such defects.
- 16.2 Modifications to reports, documents and plans required as a result of jurisdictional reviews or CLIENT requests shall not be considered to be defects. CLIENT shall compensate ECS for the provision of such Services.

**17.0 INSURANCE** - ECS represents that it and its subcontractors and subconsultants maintain Workers Compensation insurance, and that ECS is covered by general liability, automobile and professional liability insurance policies in coverage amounts it deems reasonable and adequate. ECS shall furnish certificates of insurance upon request. The CLIENT is responsible for requesting specific inclusions or limits of coverage that are not present in ECS insurance package. The cost of such inclusions or coverage increases, if available, will be at the expense of the CLIENT.

## 18.0 LIMITATION OF LIABILITY

- 18.1 CLIENT AGREES TO ALLOCATE CERTAIN RISKS ASSOCIATED WITH THE PROJECT BY LIMITING ECS' TOTAL LIABILITY TO CLIENT ARISING FROM ECS' PROFESSIONAL LIABILITY, I.E. PROFESSIONAL ACTS, ERRORS, OR OMISSIONS AND FOR ANY AND ALL CAUSES INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY, INJURIES, DAMAGES, CLAIMS, LOSSES, EXPENSES, OR CLAIM EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) RELATING TO PROFESSIONAL SERVICES PROVIDED UNDER THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW. THE ALLOCATION IS AS FOLLOWS.
- 18.1.1 If the proposed fees are \$10,000 or less, ECS' total aggregate liability to CLIENT shall not exceed \$20,000, or the total fee received for the services rendered, whichever is greater.
- 18.1.2 If the proposed fees are in excess of \$10,000, ECS' total aggregate liability to CLIENT shall not exceed \$50,000, or two (2) times the total fee for the services rendered, whichever is greater.
- 18.2 CLIENT agrees that ECS shall not be responsible for any injury, loss or damage of any nature, including bodily injury and property damage, arising directly or indirectly, in whole or in part, from acts or omissions by the CLIENT, its employees, agents, staff, consultants, contractors, or subcontractors to the extent such injury, damage, or loss is caused by acts or omissions of CLIENT, its employees, agents, staff, consultants, contractors, subcontractors or person/entities for whom CLIENT is legally liable.
- 18.3 CLIENT agrees that ECS' liability for all non-professional liability arising out of this agreement or the services provided as a result of the Proposal be limited to \$500,000.
- 19.0 INDEMNIFICATION**
- 19.1 Subject Section 18.0, ECS agrees to hold harmless and indemnify CLIENT from and against damages arising from ECS' negligent performance of its Services, but only to the extent that such damages are found to be caused by ECS' negligent acts, errors



or omissions, (specifically excluding any damages caused by any third party or by the CLIENT.) ECS does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, or any other statute.

19.2 To the fullest extent permitted by Law, CLIENT agrees to indemnify, and hold ECS harmless from and against any and all liability, claims, damages, demands, fines, penalties, costs and expenditures (including reasonable attorneys' fees and costs of litigation defense and/or settlement) ["Damages"] caused in whole or in part by the negligent acts, errors, or omissions of the CLIENT or CLIENT'S employees, agents, staff, contractors, subcontractors, consultants, and clients, provided such Damages are attributable to: (a) the bodily injury, personal injury, sickness, disease and/or death of any person; (b) the injury to or loss of value to tangible personal property; or (c) a breach of these Terms. The foregoing indemnification shall not apply to the extent such Damage is found to be caused by the sole negligence, errors, omissions or willful misconduct of ECS.

19.3 It is specifically understood and agreed that in no case shall ECS be required to pay an amount of Damages proportional to ECS' culpability. If CLIENT is a HOMEOWNER, HOMEOWNERS' ASSOCIATION, CONDOMINIUM OWNER, CONDOMINIUM OWNER'S ASSOCIATION, OR SIMILAR RESIDENTIAL OWNER, ECS RECOMMENDS THAT CLIENT RETAIN LEGAL COUNSEL BEFORE ENTERING INTO THIS AGREEMENT TO EXPLAIN CLIENT'S RIGHTS AND OBLIGATIONS HEREUNDER, AND THE LIMITATIONS, AND RESTRICTIONS IMPOSED BY THIS AGREEMENT. CLIENT AGREES THAT FAILURE OF CLIENT TO RETAIN SUCH COUNSEL SHALL BE A KNOWING WAIVER OF LEGAL COUNSEL AND SHALL NOT BE ALLOWED ON GROUNDS OF AVOIDING ANY PROVISION OF THIS AGREEMENT.

19.4 IF CLIENT IS A RESIDENTIAL BUILDER OR RESIDENTIAL DEVELOPER, CLIENT SHALL INDEMNIFY AND HOLD HARMLESS ECS AGAINST ANY AND ALL CLAIMS OR DEMANDS DUE TO INJURY OR LOSS INITIATED BY ONE OR MORE HOMEOWNERS, UNIT-OWNERS, OR THEIR HOMEOWNER'S ASSOCIATION, COOPERATIVE BOARD, OR SIMILAR GOVERNING ENTITY AGAINST CLIENT WHICH RESULTS IN ECS BEING BROUGHT INTO THE DISPUTE.

19.5 IN NO EVENT SHALL THE DUTY TO INDEMNIFY AND HOLD ANOTHER PARTY HARMLESS UNDER THIS SECTION 19.0 INCLUDE THE DUTY TO DEFEND.

## 20.0 CONSEQUENTIAL DAMAGES

20.1 CLIENT shall not be liable to ECS and ECS shall not be liable to CLIENT for any consequential damages incurred by either due to the fault of the other or their employees, consultants, agents, contractors or subcontractors, regardless of the nature of the fault or whether such liability arises in breach of contract or warranty, tort, statute, or any other cause of action. Consequential damages include, but are not limited to, loss of use and loss of profit.

20.2 ECS shall not be liable to CLIENT, or any entity engaged directly or indirectly by CLIENT, for any liquidated damages due to any fault, or failure to act, in part or in total by ECS, its employees, agents, or subcontractors.

## 21.0 SOURCES OF RECOVERY

21.1 All claims for damages related to the Services provided under this agreement shall be made against the ECS Entity contracting with the CLIENT for the Services, and no other person or entity. CLIENT agrees that it shall not name any affiliated entity including parent, peer, or subsidiary entity or any individual officer, director, or employee of ECS, specifically including its professional engineers and geologists.

21.2 In the event of any dispute or claim between CLIENT and ECS arising out of in connection with the Project and/or the Services, CLIENT and ECS agree that they will look solely to each other for the satisfaction of any such dispute or claim. Moreover, notwithstanding anything to the contrary contained in any other provision herein, CLIENT and ECS' agree that their respective shareholders, principals, partners, members, agents, directors, officers, employees, and/or owners shall have no liability whatsoever arising out of or in connection with the Project and/or Services provided hereunder. In the event CLIENT brings a claim against an affiliated entity, parent entity, subsidiary entity, or individual officer, director or employee in contravention of this Section 21, CLIENT agrees to hold ECS harmless from and against all damages, costs, awards, or fees (including attorneys' fees) attributable to such act.

22.0 **THIRD PARTY CLAIMS EXCLUSION** - CLIENT and ECS agree that the Services are performed solely for the benefit of the CLIENT and are not intended by either CLIENT or ECS to benefit any other person or entity. To the extent that any other person or entity is benefited by the Services, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to the AGREEMENT. No third-party shall have the right to rely on ECS' opinions rendered in connection with ECS' Services without written consent from both CLIENT and ECS, which shall include, at a minimum, the third-party's agreement to be bound to the same Terms and Conditions contained herein and third-party's agreement that ECS' Scope of Services performed is adequate.

## 23.0 DISPUTE RESOLUTION

23.1 In the event any claims, disputes, and other matters in question arising out of or relating to these Terms or breach thereof (collectively referred to as "Disputes"), the parties shall promptly attempt to resolve all such Disputes through executive negotiation between senior representatives of both parties familiar with the Project. The parties shall arrange a mutually convenient time for the senior representative of each party to meet. Such meeting shall occur within fifteen (15) days of either party's written request for executive negotiation or as otherwise mutually agreed. Should this meeting fail to result in a mutually agreeable plan for resolution of the Dispute, CLIENT and ECS agree that either party may bring litigation.

23.2 CLIENT shall make no claim (whether directly or in the form of a third-party claim) against ECS unless CLIENT shall have first provided ECS with a written certification executed by an independent engineer licensed in the jurisdiction in which the Project

is located, reasonably specifying each and every act or omission which the certifier contends constitutes a violation of the Standard of Care. Such certificate shall be a precondition to the institution of any judicial proceeding and shall be provided to ECS thirty (30) days prior to the institution of such judicial proceedings.

23.3 Litigation shall be instituted in a court of competent jurisdiction in the county or district in which ECS' office contracting with the CLIENT is located. The parties agree that the law applicable to these Terms and the Services provided pursuant to the Proposal shall be the laws of the Commonwealth of Virginia, but excluding its choice of law rules. Unless otherwise mutually agreed to in writing by both parties, CLIENT waives the right to remove any litigation action to any other jurisdiction. Both parties agree to waive any demand for a trial by jury.

## 24.0 CURING A BREACH

24.1 A party that believes the other has materially breached these Terms shall issue a written cure notice identifying its alleged grounds for termination. Both parties shall promptly and in good faith attempt to identify a cure for the alleged breach or present facts showing the absence of such breach. If a cure can be agreed to or the matter otherwise resolved within thirty (30) calendar days from the date of the termination notice, the parties shall commit their understandings to writing and termination shall not occur.

24.2 Either party may waive any right provided by these Terms in curing an actual or alleged breach; however, such waiver shall not affect future application of such provision or any other provision.

## 25.0 TERMINATION

25.1 CLIENT or ECS may terminate this agreement for breach or these terms, non-payment, or a failure to cooperate. In the event of termination, the effecting party shall so notify the other party in writing and termination shall become effective fourteen (14) calendar days after receipt of the termination notice.

25.2 Irrespective of which party shall effect termination, or the cause therefore, ECS shall promptly render to CLIENT a final invoice and CLIENT shall immediately compensate ECS for Services rendered and costs incurred including those Services associated with termination itself, including without limitation, demobilizing, modifying schedules, and reassigning personnel.

26.0 **TIME BAR TO LEGAL ACTION** - Unless prohibited by law, and notwithstanding any Statute that may provide additional protection, CLIENT and ECS agree that a lawsuit by either party alleging a breach of this agreement, violation of the Standard of Care, non-payment of invoices, or arising out of the Services provided hereunder, must be initiated in a court of competent jurisdiction no more than two (2) years from the time the party knew, or should have known, of the facts and conditions giving rise to its claim, and shall under no circumstances shall such lawsuit be initiated more than three (3) years from the date of substantial completion of ECS' Services.

27.0 **ASSIGNMENT** - CLIENT and ECS respectively bind themselves, their successors, assigns, heirs, and legal representatives to the other party and the successors, assigns, heirs and legal representatives of such other party with respect to all covenants of these Terms. Neither CLIENT nor ECS shall assign these Terms, any rights thereunder, or any cause of action arising therefrom, in whole or in part, without the written consent of the other. Any purported assignment or transfer, except as permitted above, shall be deemed null, void and invalid, the purported assignee shall acquire no rights as a result of the purported assignment or transfer and the non-assigning party shall not recognize any such purported assignment or transfer.

28.0 **SEVERABILITY** - Any provision of these Terms later held to violate any law, statute, or regulation, shall be deemed void, and all remaining provisions shall continue in full force and effect. CLIENT and ECS shall endeavor to quickly replace a voided provision with a valid substitute that expresses the intent of the issues covered by the original provision.

29.0 **SURVIVAL** - All obligations arising prior to the termination of the agreement represented by these Terms and all provisions allocating responsibility or liability between the CLIENT and ECS shall survive the substantial completion of Services and the termination of the agreement.

## 30.0 TITLES: ENTIRE AGREEMENT

30.1 The titles used herein are for general reference only and are not part of the Terms and Conditions.

30.2 These Terms and Conditions of Service together with the Proposal, including all exhibits, appendixes, and other documents appended to it, constitute the entire agreement between CLIENT and ECS. CLIENT acknowledges that all prior understandings and negotiations are superseded by this agreement.

30.3 CLIENT and ECS agree that subsequent modifications to the agreement represented by these shall not be binding unless made in writing and signed by authorized representatives of both parties.

30.4 All preprinted terms and conditions on CLIENT'S purchase order, Work Authorization, or other service acknowledgement forms, are inapplicable and superseded by these Terms and Conditions of Service.

30.5 CLIENT's execution of a Work Authorization, the submission of a start work authorization (oral or written) or issuance of a purchase order constitutes CLIENT's acceptance of this Proposal and its agreement to be fully bound the foregoing Terms. If CLIENT fails to provide ECS with a signed copy of these Terms or the attached Work Authorization, CLIENT agrees that by authorizing and accepting the services of ECS, it will be fully bound by these Terms as if they had been signed by CLIENT.

**Instructions:** Each applicant must submit to the Wisconsin Department of Natural Resources (DNR) an *Authorizing Resolution* that is approved by the governing body of the organization and indicates which officers or employees of the organization are authorized to do the following:

1. Sign and submit the grant application
2. Sign the Agreement/Contract between applicant and the DNR
3. Submit required reports to the DNR to satisfy the Agreement/Contract (See Agreement/Contract for Requirement, if any)
4. Submit reimbursement request(s) to the DNR
5. Sign and submit other required documentation that maybe required for your specific project.

We strongly recommend that the applicant indicates the authorized person(s) by the title of position in the Authorizing Resolution, rather than by the name of the employee or officer. Employees have been known to retire or change jobs in the middle of a project, and, were this to happen, your resolution would be ineffective if it only lists the employee by name. If your organization requires that a person be named in an Authorizing Resolution, then the resolution should also include the title of position and contact information for the named individual.

**Note:** If applicant is required to submit a draft "intergovernmental agreement (IGA)" along with your agreement, an *Authorizing Resolution* is not a substitute for an IGA.

## STANDARD AUTHORIZING RESOLUTION

WHEREAS, (*applicant*) City of Chilton is interested in obtaining a cost-share grant from the Wisconsin Department of Natural Resources (DNR) for the purpose of building an accessible playground at Nennig Park (as described in the application);

WHEREAS, the respondent attests to the validity and veracity of the statements and representations contained in the application;

WHEREAS, an Agreement/Contract is required to carry out the project; and

NOW, THEREFORE, BE IT RESOLVED, that (*applicant*) City of Chilton

will meet the financial obligations necessary to fully and satisfactorily complete the project and hereby authorizes and empowers the following officials or employees to submit the following documents to the DNR for financial assistance that may be available:

Task	Title of Authorized Representative	Email address and phone number if alternative is used
Sign and submit application	David DeTroye	ddetroye@chiltonwi.gov / (920) 849-2451
Enter into an Agreement/Contract with the DNR	David DeTroye	ddetroye@chiltonwi.gov / (920) 849-2451
Submit required reports to the DNR to satisfy the Agreement/Contract, as appropriate	David DeTroye	ddetroye@chiltonwi.gov / (920) 849-2451
Submit reimbursement request(s) to the DNR per the Agreement/Contract	David DeTroye	ddetroye@chiltonwi.gov / (920) 849-2451
Sign and submit other documentation as necessary to complete the project per the Agreement/Contract	David DeTroye	ddetroye@chiltonwi.gov / (920) 849-2451

BE IT FURTHER RESOLVED that respondent will comply with all local, state, and federal rules, regulations, and ordinances relating to this project and the cost-share Agreement/Contract.

I hereby certify that the foregoing resolution was duly adopted by The City of Chilton at a legal meeting held on this 18th  day of April , 2023 .

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Title Council President

**NOTE:** The Authorized Signature and the Representative should not be the same person, unless minutes of the meeting where the resolution was adopted are attached.

## Letter of Intent



Date: April 11, 2023

To: City of Chilton  
c/o Chris Marx

Re: Facility relocation – 42 School St, Chilton, WI  
TK2978087 Project# 2528824

This is in response to your request for Frontier to perform the following work: dig and move existing buried fiber up in seven location and splice if necessary.

We have determined that your cost of this work effort will be: \$ 9,820.11

You must return this signed agreement to the engineer by email. Once we have received your signed Letter of Intent (LOI), you will be sent a Frontier invoice for this agreed upon amount. The invoice will include a remit to address. Once payment is received, your work will be scheduled with our Construction Department.

**If you agree to these terms, please sign below and return this signed letter by emailing it to [alberta.hannah@jsitel.com](mailto:alberta.hannah@jsitel.com).**

Frontier shall not be responsible to the extent its performance is delayed or prevented due to causes beyond its control, including but not limited to acts of God or the public enemy, terrorism, civil commotion, embargo, acts of government, any law, order, ordinance, regulation, or requirement of any government, fires, explosions, weather, quarantine, strikes, labor disputes, lockouts, and other causes beyond the reasonable control of Frontier.

Should you have any questions or concerns regarding these terms, please contact the engineer at # 920-509-8686.

Please be advised that the price quoted above is only valid for sixty (60) days from the date of this letter. If we do not receive this signed agreement and your full advance payment within this sixty (60) day period, we will assume that you do not want the work to be undertaken and the project will be **cancelled**.

Sincerely,

Alberta Hannah  
Frontier Rep – Signature

Doug Swanke  
Printed Engineer name

**I agree to the terms of this agreement:**

Accepted (Signature): \_\_\_\_\_

Print Name & Title: \_\_\_\_\_

Company: \_\_\_\_\_

Billing Address: \_\_\_\_\_

\_\_\_\_\_

Telephone #: \_\_\_\_\_

Email address: \_\_\_\_\_

Date: \_\_\_\_\_

*Email address required; invoices are sent via email*

4/13/2023

**Quotes for Repair of Truck #18**

The following quotes were received:

<b>Scott's Rodz'n Wreckz llc</b> <b><i>Kiel, WI</i></b>	<b>West Side Auto Body LLC</b> <b><i>Chilton, WI</i></b>
<b>Repair of Truck #18</b>	<b>Repair of Truck #18</b>
<b>\$7,605.71</b>	<b>\$1,688.00</b>

I recommend accepting the quote from West Side Auto Body LLC in the amount of \$1,688.00 for the repairs to Truck #18.

***Chris Marx***

Director of Public Works





**Scott's Rodz 'n Wreckz LLC**

149 Ruh Ct., Kiel, WI 53042

Office: (920) 894-1963

Fax: (920) 894-1964

scott@rodznwreckz.com

Tax ID: 81544898

Estimate ID

13446881

Original

Owner  
City of Chilton  
(920) 464-0325 (Mobile)  
tboll@chiltonwi.gov

Appraiser  
Scott Baldock  
scott@rodznwreckz.com

Classification  
None

Loss Type  
Unknown

Deductible  
Unknown

**2019 Truck w/o Labor**

VIN  
5KKA AVFE3LLLM0553

Drivable  
Unknown

Mitchell Service Code  
911148

**City of Chilton | 2019 Truck w/o Labor**

Description  
Western star 4700 sf

Parts Profile  
N/A

Parts Profile Version  
N/A

LABOR						PART				
Line #	Description	Operation	Type	Total Units	CEG	Type	Number	Qty	Total Price	Tax
<b>Hood</b>										
1	100402 Hood Outside	Refinish Only	Refinish	8.0* C	0.0	Existing				
2	900501 Modified Refinish With Full Clear Coat									
3	101420 Hood Panel	Remove / Replace	Body	3.5*	0.0	Aftermarket New		1	\$4,669.95*	Yes
4	900501 Jones Hoods Rany's Truck parts									
<b>Additional Costs &amp; Materials</b>										
5	AUTO Paint/Materials	Additional Cost							\$600.00*	Yes
<b>Additional Operations</b>										
6	AUTO Clear Coat	Additional Operation	Refinish	3.0*	0.0				\$0.00	
7	933003 Tint Color	Additional Operation	Refinish	1.0*	0.0				\$0.00	
8	933017 Finish Sand And Buff	Additional Operation	Refinish	1.0*	0.0				\$0.00	
9	933018 Mask For Overspray	Additional Operation	Refinish	0.3*	0.0				\$10.00*	
<b>Body Components</b>										
10	931100 R&I Necessary Parts As Needed	Remove / Install	Body	5.0*	0.0	Existing				

		LABOR				PART				
Line #	Description	Operation	Type	Total Units	CEG	Type	Number	Qty	Total Price	Tax
Special / Manual Entry										
11	900500 HAZARDOUS WASTE REMOVAL	Remove / Replace	Body*	0.0*	0.0	Sublet	Sublet	1	\$5.00*	Yes
12	900500 Freight	Remove / Replace	Body*	0.0*	0.0	New		1	\$499.99*	

\* Judgment Item  
 C Included in Clear Coat Calculation  
 T Included in Two Tone Calculation  
 A Included in Clear Coat and Two Tone Calculation  
 # Labor Note Applies  
 r CEG R&R Time Used for this Labor Operation  
 d Discontinued by Manufacturer  
 [ ] Verify the part number and price before ordering

**Disclaimer:** This estimate has been prepared based on the use of one or more replacement parts supplied by a source other than the manufacturer of your motor vehicle. Warranties applicable to these replacement parts are provided by the manufacturer or distributor of the replacement parts rather than by the manufacturer of your motor vehicle.

### Estimate Totals

Labor	Units	Rate	Sublet Add'l Amount	Totals
Body Labor	8.5	\$68.00		\$578.00
Refinish Labor	13.3	\$68.00	\$10.00	\$914.40
Total Labor	21.8			\$1,492.40
			Taxable	\$1,492.40
			Tax 5.0000%	\$74.62
			Non-Taxable	\$0.00
			Labor Total	\$1,567.02
Parts		Amount		
Taxable Parts		\$4,674.95		\$4,674.95
			Parts Adjustments	\$0.00
			Tax 5.0000%	\$233.75
			Non-Taxable	\$499.99
			Parts Total	\$5,408.69
Costs		Amount		
Other Additional Costs		\$0.00		\$0.00
Paint Materials		\$600.00		\$600.00
			Taxable	\$600.00
Paint Materials Rate: \$50.00			Tax 5.0000%	\$30.00
Rate Max: 99.9 units			Non-Taxable	\$0.00
Additional Rate: \$0.00			Costs Total	\$630.00
Gross Totals		Amount		
Gross Total		\$7,605.71		\$7,605.71
			Taxable	\$6,767.35
			Tax	\$338.37
			Non-Taxable	\$499.99
			Gross Total	\$7,605.71
Adjustments		Amount		
Total Customer Responsibility				\$0.00

**Net Estimate Total \$7,605.71**

Disclaimer: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Estimate Event Log

Job Created	4/10/2023 11:49 AM
Estimate Started	4/10/2023 12:02 PM
Estimate Printed	4/10/2023 12:14 PM
Estimate Committed	Estimate Not Committed

**Chilton Public Library  
Board Meeting**

**Monday, April 10, 2023  
5:30 P.M.**

**Chilton Public Library, 221 Park Street, Chilton, WI 53014  
Meeting Room**

**<https://zoom.us/j/91760527627?pwd=Ris3ZVNjdUxjMExsSUJYblRyaUVlQT09>**

**Dial by your location +1 312 626 6799 US (Chicago)  
Meeting ID: 917 6052 7627 Passcode: 806171**

**OPEN MEETING**

**AGENDA POSTING**

1. Call Meeting to Order
2. Roll Call
3. Pledge of Allegiance
4. Audience Participation
5. Approve March 13, 2023 Minutes (enclosure 1)
6. Approve Financial Reports:
  - a. Review and Approve Current Expenditures and Payroll (enclosure 2 and 3)
  - b. March 2023 Budget Comparison Report (enclosure 4)
7. Director Report (enclosure 5)
8. Items for Discussion or Action
  - a. Approve Resolution 23-02 Establishing Salaries for Library Employees (enclosure 6)
9. Communications
10. Adjournment

Any person wishing to attend whom, because of a disability, requires special accommodation, should contact the Chilton Public Library (920) 849-4414 at least 24 hours before the scheduled meeting time so appropriate arrangements can be made.

**NOTICE:**

It is possible that members of, and possibly a quorum of, other governmental bodies of the City may attend at the meeting above to gather information. Any governmental body at the meeting above other than by the governmental body specifically referred to in the above notice will take no action.



Minutes of Board Meeting

Chilton Public Library Board Meeting

The meeting of the Chilton Public Library Board was called to order on April 10, 2023, at 5:33 PM by Board Secretary Steve Phipps. Notice of the meeting was properly posted as required by law, and the press was notified.

Present at roll call: Andrea Jaeckels, Peggy Loose, Ray Mueller, Chris Saukel, Elizabeth Rodriguez, Steve Phipps, Sue Salzsieder, and Assistant Director Rebecca Barry. Absent: Emily Sonntag, Mary Hoerth, Mike Hofberger, Rosemary Schneider, Library Director Glenly Whitcomb

Others present: None

Audience Participation: None.

Motion by Loose, seconded by Salzsieder, to approve the minutes of March 13, 2023, Chilton Public Library Board Meeting. Motion carried.

Motion by Jaeckels, seconded by Saukel, to approve the current expenditures of \$17,809.88 from the 2023 general fund and \$268.36 from the 2023 revenue account: totaling \$18,078.24.

Roll call vote.

Salzsieder – yes	Saukel – yes	Phipps – yes	Schneider - absent
Jaeckels – yes	Hoerth – absent	Rodriguez – yes	Sonntag - absent
Mueller – yes	Loose – yes	Hofberger- absent	

7 votes cast. 7 votes aye. Motion carried.

Motion by Saukel, seconded by Loose, to approve the March 2023 Budget Comparison Reports.

Roll call vote.

Salzsieder – yes	Saukel – yes	Phipps – yes	Schneider - absent
Jaeckels – yes	Hoerth – absent	Rodriguez – yes	Sonntag - absent
Mueller – yes	Loose – yes	Hofberger- absent	

7 votes cast. 7 votes aye. Motion carried

Sonntag arrives 5:41pm.

Barry recapped the director's report reviewing the MCLS tech recycling pickup, the progress edition article & advertisement, finishing the phone and WIFI systems upgrades, and opening the 13-month fixed-rate CD at the State Bank of Chilton.

The library was awarded a generous grant from the Community Foundation for the Fox Valley Chilton Area Community Foundation for \$4,947 to implement a "Sharing Our Stories" program. The library will facilitate recording community stories and then share those recordings on the StoryCorps platform.

April 10, 2023

Minutes of Board Meeting

Motion by Loose, seconded by Rodriguez, to approve Resolution 23-02 Establishing Salaries for Library Employees.

Roll call vote.

Salzsieder – yes	Saukel – yes	Phipps – yes	Schneider - absent
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Jaeckels – yes	Hoerth – absent	Rodriguez – yes	Sonntag - yes
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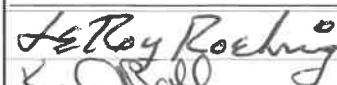
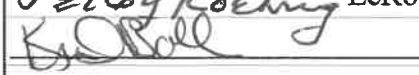
Mueller – yes	Loose – yes	Hofberger- absent	
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8 votes cast. 8 votes aye. Motion carried

During communications, Mueller informed the board that the Chilton Senior Club would be disbanding and a donation from them may be coming to the library.

Motion by Loose, seconded by Salzsieder, to adjourn at 5:47 PM. Motion carried.

For the Board: *Steve Phipps*

Report of Board of Canvassers - City of Chilton, Wisconsin				
Spring Election - April 4, 2023				
The undersigned members of the Board of Canvassers for the City of Chilton met to canvass the returns of the Municipal Election held in said City on the 4th day of April, 2023 and respectfully reports as follows:				
The returns of the Inspectors of Election of the wards have been examined by the Board of Canvassers and the following statement of votes cast is correct.				
<u>City of Chilton Ward One</u>		<u>No. of Registered Voters 490</u>		
<b>Total Number of Voters</b>		<b>224</b>		
Ron Gruett		163		
<u>City of Chilton Wards Two &amp; Five</u>		<u>No. of Registered Voters 838</u>		
<b>Total Number of Voters</b>		<b>380</b>		
Rick Jaeckels		322		
<u>City of Chilton Ward Three</u>		<u>No. of Registered Voters 422</u>		
<b>Total Number of Voters</b>		<b>215</b>		
Robbie Seipel		172		
<u>City of Chilton Ward Four</u>		<u>No. of Registered Voters 427</u>		
<b>Total Number of Voters</b>		<b>185</b>		
Joe Schoenborn		160		
A total of 1004 voters participated in the election.				
154- absentee ballots		0 - outstanding provisional ballots		
		Pat Basler, Chief Inspector		
		LeRoy Roehrig, Election Inspector		
		Kris Boll, Election Inspector		
A separate board of canvassers, comprised of the municipal clerk and 2 other qualified electors appointed by the clerk, is required when the municipality has more than 1 reporting unit or more than 1 set of results.				
The municipal board of canvassers meets to complete and sign the canvass statement within 24 hours after the polls close. S. 7.53(2), Wis. Stats.				

**Spring Election April 4, 2023**

Spring Election April 4, 2023					
City of Chilton Ward 1-5	WARD 1	WARD 2/5	WARD 3	WARD 4	TOTAL
Total Number of Outstanding Absentee Ballots:	2	5	2	3	12
Total Number of Outstanding Provisional Ballots:	0	0	0	0	0
Total Number of Voters:	224	380	215	185	1004
(Highest # on poll list)					
<u>Justice of Supreme Court</u>					
Janet Protasiewicz	79	131	78	76	364
Daniel Kelly	141	245	135	108	629
Scattering	0	0	0	1	1
<u>Chilton School District School Board Member</u>					
Randy Lisowe	127	231	119	111	588
Leo J. Prentice	65	82	68	60	275
David Juckem	155	255	151	117	678
Scattering	0	7	2	5	14
STATEWIDE QUESTION 1					
YES	159	255	145	127	686
NO	59	111	62	54	286
STATEWIDE QUESTION 2					
YES	154	267	146	129	696
NO	65	100	62	52	279
STATEWIDE QUESTION 3					
YES	200	321	193	157	871
NO	24	51	18	25	118

<u>Spring Election April 4, 2023</u>		PAGE 2				TOTAL
City of Chilton Ward 1-5		WARD 1	WARD 2/5	WARD 3	WARD 4	
<u>Chilton Alderperson District 1</u>						
Ron Gruett		163				163
<u>Chilton Alderperson District 2/5</u>						
Rick Jaeckels			322			322
<u>Chilton Alderperson District 3</u>						
Robbie Seipel				172		172
<u>Chilton Alderperson District 4</u>						
Joe Schoeborn					160	160



**City of Chilton Arbor Day Celebration**  
**Tuesday, May 9, 2023 – 10:00 a.m.**  
(rain/snow date: May 16, 2023)

**Klinkner Park, 815 Memorial Drive**  
(corner of Calumet Street and Memorial Drive)

- **Welcome & Introductions - Judy Thiel, Public Works Administrative Assistant**
- **History of Arbor Day – Mr. Steve Knaus, Chilton Elementary School**
- **Reading of Arbor Day Proclamation – Thomas Reinl, Mayor**
- **Tree City USA Award and Flag Presentation – Tracy Salisbury, Wisconsin DNR Regional Urban Forestry Coordinator**
- **Student Readings On Trees**
  - Why We Plant The Tree (Anonymous Author)**  
*Chilton Elementary School Students*  
Jameson Hennen  
Brantley Schneider  
Cailyn Heimerl  
Viviana Alvarez
  - Don't Forget The Tree - A Poem for Arbor Day by T.C. Harbaugh**  
*Chilton Area Catholic School Students*  
Blaine Lindner  
William Allen
  - Trees, Trees, Trees (Anonymous Author)**  
*Chilton Elementary School Students*  
Garrett Schneider  
Vivian Hemauer
  - Dialogue of a Man and a Tree from the Indiana Dept. of Natural Resources**  
*Chilton Area Catholic School Students*  
Lucas Popp  
Connor Lawman
  - An Arbor Day Tree (Author Unknown)**  
*Chilton Elementary School Students*  
Ella Schumacher  
Gunner Mueller  
Grace Lisch  
Kallyn Jost
  - 'Rappin' About Trees from the Arbor Day Foundation**  
*Chilton Area Catholic School Students*  
Clay Schaefer  
Lucas Aimers  
Jenna Ricker  
Madeleine Silva Mercado  
Kelsey Lisowe  
Madeline Geiger  
Emmett Orlieb  
Yhayra Valentine Ramirez
  - I Love the Green Trees (a song to the tune of I Love The Mountains by: Houaida)**  
*Sung by all Chilton Elementary School Students*
  - Life As a Plant by Dan Thieman, Plank Road Publishing**  
*Sung by all Chilton Area Catholic School Students under the direction of Music Teacher Elizabeth Rodriguez*
- **Planting of Harvest Gold Linden Tree In Memory of Byron G. Hacker - Tree Planting Demonstration by Bill and Jared Stroobants, Co-Owners of Leaves Inspired Nursery**
- **Placement of Plaque At Base of Tree By Hacker Family**
- **Closing Remarks**